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August 13, 2018

VIA ECF and Email

The Honorable Freda L. Wolfson, U.S.D.J.
THE Honorable Lois H. Goodman, U.S.M.J.
United States District Court
Clarkson S. Fisher Building & US Courthouse
402 East State Street
Trenton, NJ 08608

The Honorable Joel A. Pisano, USDJ (Ret.)
Walsh Pizzi O'Reilly Falanga
1037 Raymond Boulevard, 6th Floor
Newark, NJ 07102

Re: *In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2738*

Dear Judges Wolfson, Goodman and Pisano:

As you are aware, this firm, together with Gordon & Rees, is counsel for Defendant Imerys Talc America, Inc. ("Imerys"). Imerys writes the Court seeking its assistance to preserve irreplaceable evidence that is the subject of discovery requests in several actions throughout the country, including actions pending before this Court. Specifically, Imerys is in possession of approximately one hundred and one (101) Transmission Electron Microscopy Grids ("TEM Grids") that are one of a kind, fragile, and susceptible to damage and/or destruction upon handling and/or further testing. As there are requests from Plaintiffs' counsel throughout the country to examine and potentially damage these TEM Grids, Imerys seeks a Protective Order from this Court until such time as an examination protocol can be negotiated with the PSC. Such an order would ensure that Imerys can fulfill its discovery obligations in all pending cases without facing repercussions from individual courts.

Although a brief explanation of the issue is set forth below, Imerys respectfully requests a conference call with the Court to more fully explain the issue. Imerys addresses this letter to all three judges simultaneously as it is unclear if the Special Master has the



authority to grant the relief requested by Imerys herein. If Judge Wolfson would like Imerys to initially address this issue with Special Master Judge Pisano, it is happy to do so.

By way of background, Transmission Electron Microscopy (“TEM”) is a microscopy technique in which a beam of electrons is transmitted through a specimen to form an image. The specimen is placed upon a grid. In this case, the specimens in question are portions of historical talc samples that were placed on grids and examined by Imerys’ employees in the normal course of business from 2001 – 2014. TEM testing is one of the methods used to determine whether talc contains asbestos or other contaminants. The testing results from those examinations have been produced in discovery and all results confirmed that asbestos was not present in any of the tested specimens. Imerys has also produced the underlying samples. Nonetheless, the PSC has requested that its experts be allowed to inspect and examine Imerys’ TEM Grids. It is Imerys’ position that: 1) due to the age of the TEM grids in question, the simple act of transport and handling of the TEM Grids could lead to irreparable damage of the grids; and 2) examination of the TEM Grids is a form of “destructive testing” because the act of a TEM beam coming into contact with a TEM Grid during an examination of the grid could possibly lead to the grid breaking. As a result, before any examination could occur, a protocol for examination of the grids would need to be negotiated between the parties similar to the type of protocol that was entered by this Court with respect to talcum powder samples.¹

If this issue were simply between Imerys and the PSC, Imerys is confident that the parties would be able to negotiate a mutually agreeable resolution to this issue without the need for this Court’s involvement. However, this issue is not simply limited to this litigation. As Your Honors are aware, there are numerous mesothelioma and ovarian cancer litigations currently proceeding throughout the country. There is currently a request pending to Imerys for the production of these exact same TEM Grids in the California state action entitled *Leavitt v. Johnson & Johnson, et. al.*, Alameda County Superior Court Case No. RG17882401. The Plaintiffs in the *Leavitt* action are represented by Joseph Satterley, Esq. from the law firm of Kazan, McClain, Satterley & Greenwood. The case is presided over by The Honorable Brad Seligman. Plaintiffs in the *Leavitt* action have initiated steps to request that Judge Seligman issue an Order compelling Imerys to produce the TEM Grids in the California litigation. (See Exhibit 1).

Simply stated, Imerys is caught between two masters and Imerys needs assistance from this Court. Imerys believes this is the proper venue to raise this issue given the number of cases and plaintiffs’ counsel involved here as compared to any individual state court action. Also, it will be important from the outset to make sure that any protocol reached here is enforced broadly. Mr. Satterley’s firm is identified as one of the firms that consented to be bound to the “Agreed Order and Stipulation Regarding Production of Talc Samples From

¹ The existing sample protocol entered by this Court cannot be used for the TEM Grids, as the TEM Grids raise a number of issues that are significantly different from those raised by the samples.



Imerys Talc America, Inc.” issued by this Court (See Exhibit 2, Agreed Order and Stipulation, at Exhibit B). However, Mr. Satterley has stated on the record in several different jurisdiction that he is not bound by the Order. (See Exhibit 3, 7/18/18 Tr. at 30:12-13). As a result, he is attempting to re-litigate sampling issues in *Leavitt* and other cases. Imerys continues to meet and confer with Mr. Satterley on those issues without having to involve this Court at this time and only mentions this issue at this juncture to show why Court intervention is needed on the TEM Grid issue.

Similarly, while Imerys has the utmost respect for Judge Seligman, he has issued an order to Imerys that can be interpreted as ordering Imerys to disobey the orders of this Court. Specifically, Judge Seligman has ordered Imerys to not ship and/or send any more talc samples for testing pursuant to the MDL protocol until any issues before him are resolved. (See Exhibit 3, 7/18/18 Tr. at 42:4-10). Such an order puts Imerys in direct conflict with its obligations to this Court.

Based on Judge Seligman’s comments during the last court conference, it is Imerys’ impression that Judge Seligman is inclined to issue an Order compelling production of the TEM Grids in California. (See Exhibit 3, 7/18/18 Tr. at 27:19-28:19). Such an Order would prejudice Imerys’ ability to defend itself in this litigation. Imerys represents to this Court that it is committed to work with all Plaintiffs’ counsel throughout the country to come to mutually agreeable resolutions of all discovery disputes. However, it cannot do so when it is subject to competing Court Orders over evidence that is unique, irreplaceable, and subject to potential destruction. As a result, Imerys is asking this Court for an Order wherein this Court takes constructive possession of all TEM Grids in Imerys’ possession until such time as an inspection protocol can be negotiated and/or until further involvement of this Court is required.

As stated above, given certain time constraints related to this issue, Imerys respectfully requests a telephonic conference with the Court at its earliest convenience.

We thank Your Honors for your time and attention to this matter.

Respectfully submitted,
COUGHLIN DUFFY LLP

/s/ Mark K. Silver

Mark K. Silver

Nancy M. Erfle, Esq.
Ann Field, Esq.
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121 SW Morrison Street, Ste. 1575
Portland, OR 97204



MKS/

Cc: Plaintiffs' Steering Committee (via ECF and e-mail)
Susan Sharko, Esq. (via ECF and e-mail)
Thomas Locke, Esq. (via ECF and email)

EXHIBIT 1

From: "Dept. 23, Superior Court" <dept23@alameda.courts.ca.gov<mailto:dept23@alameda.courts.ca.gov>>
Date: August 10, 2018 at 10:43:39 AM PDT
To: 'Andrea Huston' <ahuston@kazanlaw.com<mailto:ahuston@kazanlaw.com>>
Cc: "jennifer.lee@dentons.com<mailto:jennifer.lee@dentons.com>"
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<Samuel.Jubelirer@dentons.com<mailto:Samuel.Jubelirer@dentons.com>>
Subject: RE: Leavitt-ACSC Case No. RG17882401-Status of Meet and Confer with Imerys Talc America response RPD
Three and request for Reservation Number and Hearing Date

Counsel,

September 7, 2018, 9:30 a.m. has been reserved. Please reference the following reservation number on your motion, R-1991572 . Please have courtesy copies delivered to Department 23 upon filing of your motion. The court will no longer be providing a court reporter. If you wish to have your proceedings transcribed you will need to make arrangements to have a court reporter present on the day of the hearing. Please keep reset requests to a minimum, resources are limited.

Thank you,

Jhalisa A. Castaneda
Courtroom Clerk Floater | Dept. 23
Superior Court of California, Alameda County
1221 Oak Street
Oakland, California 94612
(510)-690-6074
jcastaneda@alameda.courts.ca.gov<mailto:jcastaneda@alameda.courts.ca.gov>

From: Andrea Huston [mailto:ahuston@kazanlaw.com]
Sent: Friday, August 10, 2018 10:19 AM
To: Dept. 23, Superior Court
Cc: jennifer.lee@dentons.com<mailto:jennifer.lee@dentons.com>; Joseph D. Satterley; Mark Swanson; Denyse F. Clancy; Jazmin Solorzano-Arroyo; Jubelirer, Samuel D.
(Samuel.Jubelirer@dentons.com<mailto:Samuel.Jubelirer@dentons.com>)
Subject: Leavitt-ACSC Case No. RG17882401-Status of Meet and Confer with Imerys Talc America response RPD Three and request for Reservation Number and Hearing Date

Good morning,

Pursuant to the Court's direction on August 7, 2018, Plaintiffs' counsel and counsel for Defendant Imerys Talc America met and conferred concerning Imerys's responses to Plaintiffs' Requests for Production, Set Three. As a result of this meet and confer:

1. Imerys will not produce the testing grids without a court order.
2. Imerys has agreed to produce a privilege log, identify and produce documents (non-confidential and non-confidential), and provide verified amended responses to the Requests that incorporate Imerys's inventories of grids and talc samples, but is unable to give Plaintiffs a reasonable time frame in which it will do so concerning this discovery served April 4.
3. The parties are continuing to meet and confer regarding the production of talc samples, and will likely seek an Informal Discovery Conference with the Court on this specific issue next week.
4. Plaintiffs are thus seeking a hearing date and Reservation Number for their Motion to Compel: (a) production of a privilege log; (b) production of grids; (c) identification and production of documents in response to Request Nos. 24-27, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62, 65 and 68-69; and (d) verified amended responses that conform with C.C.P. Sections 2031.210-240 and .280.
5. Plaintiffs seek a hearing date of September 7, 2018.
6. Counsel for Imerys is copied on this email.

Thank you,

Andrea Huston

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. This Email is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521 and is legally privileged.

To reply to our email administrator directly, send an email to
postmaster@kazanlaw.com<mailto:postmaster@kazanlaw.com>.
[cid:image001.jpg@01D43096.FF992040]

EXHIBIT 2

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE JOHNSON & JOHNSON

TALCUM POWDER PRODUCTS

MARKETING, SALES PRACTICES,

AND PRODUCTS LIABILITY

LITIGATION

MDL NO. 16-2738 (FLW)(LHG)

**AGREED ORDER AND
STIPULATION REGARDING
PRODUCTION
OF TALC SAMPLES FROM
IMERY'S TALC AMERICA
INC.**

WHEREAS, plaintiffs in the above captioned action as well as other actions in which plaintiffs have made personal injury claims regarding defendants' talcum powder ("Talcum Powder Litigation") have requested that Imerys Talc America, Inc. ("Imerys") produce historical¹ samples of talc provided to Johnson & Johnson for Johnson's® Baby Powder or Shower to Shower® (collectively "talc samples") for testing;

WHEREAS, Imerys has represented that they have identified the talc samples available in an inventory provided to plaintiffs' counsel and which is attached hereto as Exhibit A;

¹ As used in this Agreed Order and Stipulation, “historical” refers to samples taken prior to 2014.

WHEREAS, there are thousands of plaintiffs involved in Talcum Powder Litigation against Imerys and a limited, finite supply of the talc samples;

WHEREAS, Imerys make no representations as to whether or not (i) the talc samples are comprised of marketed talcum powder, (ii) the recorded information about the talc samples is accurate, (iii) a chain of custody can be established for the talc samples and (iv) the talc samples were stored in a manner to avoid contamination by other particulates;

WHEREAS, the parties dispute whether testing regarding any talc sample or group of talc samples would result in any evidence relevant to any plaintiff or plaintiffs' claims;

WHEREAS, Imerys has represented that it has not opened or caused to be opened the talc sample containers to test or otherwise examine their contents since the talc samples were located in response to plaintiffs' production requests²;

WHEREAS, plaintiffs' counsel who are signatories to this Agreed Order have represented that they have the authority to agree to this stipulation and select,

² The only exceptions to this are samples A02008, A03038, and A09309 as identified in Exhibit A. In an effort to comply with instruction of the Court in the matter of Ratcliff v. Borgwarner Morse Tec LLC et, al, Superior Court of Washington for King County, Dkt. No 16-2-18128-7 SEA, and to ensure that Plaintiff and Defendants in that action have an opportunity to test a sample, if they choose, Imerys provided Plaintiff in the Ratcliff case (at the request of their counsel, the Lanier Firm) a portion of those samples prior to the entry of this Agreed Order. The remainder of samples A02008, A03038, and A09309 will be handled in accordance with the terms of this Agreed Order.

receive and test talc samples as described below on behalf of all plaintiffs³ who are now represented or who will in the future be represented by the law firms listed in Exhibit B;

IT IS THEREFORE AGREED AND ORDERED THAT the parties will comply with the provisions of this Agreed Order with respect to the division, production, testing and testing results of the divided talc samples, as well as the storage of the remaining portions of the talc samples that are not provided to the parties and talc sample material that is not selected for division; and

IT IS FURTHER AGREED AND ORDERED THAT by complying with the terms of this Agreed Order, the parties have acted reasonably in fulfilling their discovery obligations with respect to the talc samples, and that the division, production, and testing of talc samples pursuant to this Agreed Order does not constitute spoliation of evidence. Imerys will timely inform plaintiffs' counsel if it discovers additional historical talc samples, and within a reasonable time thereafter, the parties will meet and confer to discuss whether such additional talc samples will become subject to this Agreed Order. If the parties agree that such additional talc samples shall become subject to this Agreed Order, they will supplement this Agreed Order with an inventory of such additional samples. If the

³ This Agreed Order does not affect any orders regarding the talc samples that were previously entered by any other court.

parties disagree as to the inclusion of such additional samples, they shall raise the matter with the Honorable Joel A. Pisano (Ret.), the Special Master appointed in the above-referenced action, or any other Court that has previously issued an order to which such samples may be relevant.

IT IS FURTHER AGREED AND ORDERED AS FOLLOWS:

Plaintiffs' Selection of Subset of Talc Samples

1. Within thirty (30) business days of the entry of this Agreed Order, plaintiffs will select and identify to defendants in writing a reasonable number of talc samples from the inventories attached to this Agreed Order as Exhibit A. Imerys reserves the right to challenge the number of talc samples selected by plaintiffs as excessive or otherwise unreasonable, but must do so in writing within fourteen (14) days after plaintiffs provide their written selections to Imerys. To the extent that Imerys objects to the number of talc samples, the parties shall meet and confer within fourteen (14) days of the objection in an effort to resolve the parties' dispute. If the dispute cannot be resolved by agreement, plaintiffs' counsel shall present the dispute to Judge Pisano initially by letter, consistent with Local Civil Rule 37.1(a)(1), before filing a formal motion for an order.

2. To the extent that Imerys wishes to test material from talc samples other than those identified by plaintiffs, Imerys will provide advance written notice to the plaintiffs' counsel signing this Agreed Order and will comply with the provisions of this Agreed Order with respect to the division and testing of the additional talc samples for the Talcum Powder Litigation (Talc samples selected by plaintiffs and/or any additional talc samples selected by Imerys are hereinafter referred to as the "Selected Samples").
3. In the event a Selected Sample does not contain sufficient material to be divided as set forth below, resulting in amounts unsuitable for plaintiffs and defendants to test adequately, that Selected Sample will not be divided, but the party who originally selected that talc sample may select another talc sample in substitution.

Laboratory to Divide Samples and Store Remaining Samples

4. Within thirty (30) days of the entry of this Agreed Order, Imerys shall deliver, or cause to be delivered, all talc samples to Alliance Technologies LLC in Monmouth Junction, New Jersey, an independent testing laboratory that is DEA licensed, FDA registered, and which employs good laboratory practices ("the Laboratory").
5. Following agreement by the parties on the talc samples to be divided (or, to the extent there is a dispute, an order of either Judge Pisano or the Court),

the parties, in coordination with the Laboratory, shall agree on a date for the division of the Selected Samples pursuant to the terms of this Agreed Order. Such division shall take place no later than fourteen (14) days after the agreement or order described in the preceding sentence.

6. The Laboratory will divide the material of the Selected Samples over consecutive business days until the material of all Selected Samples has been divided pursuant to the terms of this Agreed Order, unless the plaintiff and defendant signatories to this Agreed Order and the Laboratory agree to a different schedule.
7. The Laboratory will not conduct any testing or analysis of the talc samples for either or both parties beyond the services set forth herein. At Imerys' expense, the Laboratory will store all talc samples that were not selected for division and all remaining materials of the Selected Samples after providing portions to plaintiffs and defendants according to the process outlined below.

Process for Dividing Selected Samples

8. Plaintiffs will select two representatives and Imerys will select two representatives to observe the division of the materials comprising the Selected Samples (the "Observers") at the Laboratory in a manner and under such conditions as prescribed by the Laboratory. The Observers may not interfere or interrupt the process, except by mutual consent.

9. Videotaping or visual recording of any kind is not permitted at the Laboratory. Any objection to the laboratory practices utilized in connection with the Laboratory's handling of the talc sample material, the Laboratory conditions, or the Laboratory's or parties' compliance with the terms of this Agreed Order as they relate to the handling of the talc sample materials at the Laboratory that could have been discovered by observation must be raised and addressed (including with Judge Pisano, if necessary) at the time of transfer, division or production of the talc sample material. To the extent no such objections are raised, they shall be waived and shall not be raised in connection with any proceeding.
10. The Laboratory also will prescribe the appropriate conditions (e.g., temperature and sterility), tools, and receptacles for dividing the Selected Samples, measure apportionments of the Selected Samples, and otherwise divide the Selected Samples among plaintiffs and Imerys, utilizing good laboratory practices.
11. For each Selected Sample, the Laboratory will prepare a label containing unique identifying information and sufficient information set forth on the original talc sample container to identify the source of each portion of a divided Selected Sample. The Laboratory will affix these labels to the receptacles holding the divided material from each Selected Sample, as well

as the original containers from which the divided material was obtained, before producing any divided material of a Selected Sample to plaintiffs or defendants. The division of talc samples shall be catalogued as set forth below in addition to any other standard recordkeeping of the Laboratory.

12. The material of each Selected Sample will be split into two approximately equal portions. One portion will be further divided into two approximately equal portions—one of which will be provided to plaintiffs and the other of which will be provided to Imerys. The portion provided to plaintiffs and the portion provided to Imerys (i.e., aliquots) will each be placed in a new receptacle chosen by the Laboratory for such purpose and labeled as set forth above. The remaining approximately one-half of the Selected Sample will be replaced in the original container of the Selected Sample if practicable in the judgment of the Laboratory technician responsible for dividing the Selected Samples. If not practicable to replace the remaining material of a Selected Sample back in its original container, the remaining material of the Selected Sample will be placed in a new receptacle, labeled as set forth above, and the Laboratory will retain the remaining Selected Sample material in the new receptacle as well as the original container of that Selected Sample.

Cataloguing and Production of the Split Selected Samples

13. The Laboratory shall produce one portion per party of material from each Selected Sample to the Observers. The Laboratory will catalogue the exact receptacles it provides to each party's Observer, as well as any new receptacles it uses to store Sample material, using the joint cataloging form ("Joint Catalogue"), which is attached hereto as Exhibit C. Before removing any receptacle from the Laboratory, an Observer for each party will sign the Joint Catalogue evidencing receipt by him or her of each receptacle containing a portion of material from the Selected Samples. By signing the Joint Catalogue, the signatory Observer for each party affirms that the Joint Catalogue and receptacle labels are accurate, correct, and complete, and acknowledges that the division of Selected Sample material were in accordance with the provisions of this Agreed Order.

14. Each Observer will receive a copy of the signed Joint Catalogue, and the Laboratory will retain a copy of the signed Joint Catalogue for its records. It is the responsibility of each party's Observers to deliver the signed Joint Catalogue and the portions of the Selected Sample material to the party they represent.

Removal of Split Samples From Laboratory

15. Following execution of the required documentation described above, each Observer will have authority to take possession, custody and control of the portions of Selected Sample material provided to the Observers by the Laboratory and remove them from the Laboratory on behalf party they represent. Each party is thereafter responsible for the portions of the Selected Sample materials provided to its Observer.

Handling and Testing of Split Samples

16. Plaintiffs and Imerys are each permitted to have the portions of Selected Sample material provided to them at the Laboratory subjected to testing and analysis at another laboratory or laboratories of the party's choosing and at the party's expense, including destructive testing, provided any particular test or analysis of the Selected Sample material must be solely of the Selected Sample material contained in a single receptacle. Materials from multiple receptacles cannot be commingled, nor may other materials to be subject to the testing be added to Selected Sample materials prior to, during or after any testing or analysis. For clarity, a destructive test using hydrochloric acid is not precluded by the preceding sentence.

Cost Sharing

17. The parties will share equally in the expenses reasonably associated with dividing the Selected Samples, including the cost of transporting the talc samples to the Laboratory, renting space at the Laboratory for apportioning the Selected Samples, employing persons at the Laboratory, purchasing receptacles to hold the divided Selected Samples, and all other costs reasonably associated with dividing the Selected Samples.

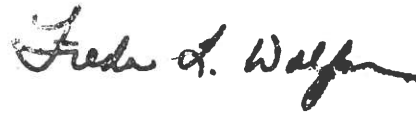
Compliance

18. Plaintiffs and Imerys will use their best efforts to utilize the Selected Sample material initially apportioned to them under this Agreed Order so as to avoid the repeated division and production of Sample material.

19. Notwithstanding the foregoing, if plaintiffs' counsel signing this Agreed Order seek additional or different Samples than those initially chosen pursuant to this Agreed Order (other than any pursuant to any order regarding the Samples that was previously entered by any other court), whether in actions alleging damages for ovarian cancer, mesothelioma, or any other personal injury claimed to result from exposure to defendants' Talcum Powder Products, counsel must serve a written request upon

defendants explaining with particularity the reason for seeking additional material and why such materials could not have been requested through the initial division and production of Sample material pursuant to this Agreed Order. To the extent that Imerys objects to plaintiffs' request, the parties shall meet and confer within fourteen (14) days of the request in an effort to resolve the parties' dispute. If the dispute cannot be resolved by agreement, plaintiffs' counsel shall present the dispute to Judge Pisano initially by letter, consistent with Local Civil Rule 37.1(a)(1), before filing a formal motion for an order.

SO ORDERED, this 21st day of February 2018.



United States District Judge

STIPULATED AND AGREED:

s/ Lorna A. Dotro

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s/P. Leigh O'Dell

P. Leigh O'Dell

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s/Christopher M. Placitella

Christopher M. Placitella

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VT Floated Product			
Project number	Description	Sample No.	Sample description
A02006	TEM asbestos analysis of cosmetic grade talc for West Windsor	1	Grade 66 composite from Silo 4: 04 Dec - 07 Dec, 2001 (J&J priority sample)
A02007	Grade 66 composite for J&J for quartz and amphibole testing	1	Silo 1: 30 Aug - 6 Sep & Silo 2: 18 Sep - 25 Sep, 2001
A02007	Grade 66 composite for J&J for quartz and amphibole testing	2	Silo 4: 9 Oct - 18 Oct, 2001
A02008	4th quarter 2001 Grade 66 composite for TEM asbestos	1	Silo 4: 9 Oct - 18 Oct, 2001
A02053	XRD for quartz and amphiboles of Grade 66 composite for Johnson & Johnson	1	Dec 4 - 7, 2001 Silo 4 & Jan 9 - 12, 2002 Silo 2
A02223	Quartz and Amphibole testing of Grade 96 USP composite for J&J	1	Mar 05-08, silo 1, batch 2892-2895, & Mar 20-26, silo 4, batch 2905-2910, 2002 composite
A02224	TEM asbestos of Grade 96 USP 1st quarter composite for Johnson & Johnson	1	Mar 05-08, Silo 1, batch 2892-2895 & Mar 20-26, silo 4, batch 2905-2910, 2002 composite
A02225	2002 Yearly composite of Grade 96 USP for AA testing for J&J	1	Year 2002 composite
A02399	Quartz and Amphibole testing of Grade 96 USP 2nd Quarter 2002 composite for Johnson & Johnson	1	Apr 15-21, 2002 / Silo 2 / Batch 2928-2933 and May 1-4, 2002 / Silo 1 / Batch 2942-2945
A02400	TEM of Grade 96 USP, 2nd quarter 2002 composite for Johnson & Johnson	1	Apr 15-21, 2002 / Silo 2 / Batch 2928-2933 and May 1-4, 2002 / Silo 1 / Batch 2942-2945
A02401	Quartz and Amphibole testing of Grade 96 USP 2nd qtr 2002 composite for Johnson & Johnson	1	May 14-19, 2002 / Silo 4 / Batch 2954-2959 and May 21-25, 2002 / Silo 2 / Batch 2961-2965
A02523	Quartz and Amphibole testing of Grade 96 composite for Johnson & Johnson	1	June 13-16, 2002 Silo 1 and July 9-12, 2002 Silo 4
A02523	Quartz and Amphibole testing of Grade 96 composite for Johnson & Johnson	2	Aug 3-9, 2002 Silo 2 and Aug 9-15, 2002 Silo 1
A02524	TEM of Grade 96 3rd quarter composite for Johnson & Johnson	1	3rd quarter composite
A02594	Quartz and amphibole testing of Grade 96 USP for Johnson & Johnson	1	Sep 16 - 19, silo 4 and Oct 7 - 11, silo 1
A03037	Quartz and Amphibole analysis of 4th Quarter Grade 96 composite for Johnson & Johnson	1	Oct 29-Nov 1, 2002 Silo 2 and Dec 3-6, 2002 Silo 4
A03038	TEM of 4th qtr 2002 Grade 96 USP composite for J&J	1	4th quarter composite
A03097	Quartz and amphibole testing of Grade 96 USP composite for J&J	1	2003: Jan 6-10, Silo 1 and Jan 23-29, Silo 2
A03098	TEM of 1st quarter 2003 Grade 96 USP composite for J&J	1	1st quarter 2003 composite
A03194	Grade 96 for Quartz and Amphibole Analysis for J&J	1	24Feb-12Mar 03 Silo 4, 15Mar-19Mar 03, Silo 1
A03371	Quartz and Amphibole testing of Grade 96 USP composite for Johnson & Johnson	1	April 7-10, 2003 Silo 2 and May 13-16, 2003 Silo 4
A03372	TEM of 2nd qtr 2003 Grade 96 USP composite for Johnson & Johnson	1	Apr 7-10, 2003 Silo 2 and May 13-16, 2003 Silo 4
A03416	Quartz and Amphibole testing of Grade 96USP for Johnson & Johnson	1	June 3-10, 2003 Silo 1 and June 23-27, 2003 Silo 2 composite
A03498	Quartz & Amphibole testing of 3rd quarter 2003 Grade 96 composite for Johnson & Johnson	1	June 30-July 03, Silo 4 and Aug 03-Aug 06, Silo 1
A03498	Quartz & Amphibole testing of 3rd quarter 2003 Grade 96 composite for Johnson & Johnson	2	Aug 11-Aug 14, Silo 4 and Sep 09-Sep 12, Silo 4
A03499	TEM of 3rd quarter 2003 Grade 96 composite for Johnson & Johnson	1	3rd quarter Grade 96 composite
A03542	Quartz and Amphibole testing of Grade 96USP for Johnson & Johnson	1	Sept 28-Oct 2, 2003: Silo 1
A07002	Archiving samples of discontinued products	33	GRADE 66, A99372-5
A07002	Archiving samples of discontinued products	34	GRADE 66, A99372-1
A07002	Archiving samples of discontinued products	46	Grade 66 Batch, 1667-1671

Houston Post-Shipment Ore			
Project number	Description	Sample No.	Sample description
A01653	Characterization of Crude Ore Composite From Houston	1	Guangxi #2 RM, Nov 2001
A01653	Characterization of Crude Ore Composite From Houston	2	Guangxi #2 ACM, Nov 2001
A01653	Characterization of Crude Ore Composite From Houston	3	Guangxi #2 AFG, Nov 2001
A01659	Guangxi #2 composite (Nov. 2001)	1	Guangxi #2 RM, Nov 2001
A02027	Guangxi #2 crude, Nov '01 shipment to Mexico	1	Guangxi #2 crude from Nov '01
A02328	Guangxi #2 Composite for May 2002	1	Guangxi #2 May 2002
A02329	Characterization of Guangxi #2 Crude Ore Composites	1	Roller Mill
A02329	Characterization of Guangxi #2 Crude Ore Composites	2	ACM
A02329	Characterization of Guangxi #2 Crude Ore Composites	3	AFG
A03026	Dec 2002 Guangxi #2 crude composite from Houston	1	Guangxi #2 crude composite from Houston, Dec 2002
A03027	Characterization of Dec 2002 crude composites from Houston	1	Dec 2002 Guangxi #2 crude composite: RM
A03027	Characterization of Dec 2002 crude composites from Houston	2	Dec 2002 Guangxi #2 crude composite: ACM
A03027	Characterization of Dec 2002 crude composites from Houston	3	Dec 2002 Guangxi #2 crude composite: AFG
A03191	Characterization of Guangxi #2 Crude Composite	1	Guangxi #2, Jan 03, RM
A03191	Characterization of Guangxi #2 Crude Composite	2	Guangxi #2, Jan 03, ACM
A03191	Characterization of Guangxi #2 Crude Composite	3	Guangxi #2, Jan 03, AFG
A03199	Guangxi #2 Crude Composites-Jan 03	1	Houston, Guangxi #2 Jan 03
A03369	Guangxi #2, June 2003, crude composite from Houston	1	Guangxi #2 crude composite: June 2003
A03370	Characterization of Guangxi #2 crude composites from Houston	1	A - Guangxi #2 crude composite from June 2003
A03370	Characterization of Guangxi #2 crude composites from Houston	2	B - Guangxi #2 crude composite from June 2003
A03370	Characterization of Guangxi #2 crude composites from Houston	3	C - Guangxi #2 crude composite from June 2003
A03613	TEM asbestos analysis of October 2003 Guangxi shipments to Houston	2	Guangxi #2A: Oct 2003
A03614	Characterization of crude ore composites from Houston	4	Guangxi #2A RM: Oct 2003
A03614	Characterization of crude ore composites from Houston	5	Guangxi #2A ACM: Oct 2003
A03614	Characterization of crude ore composites from Houston	6	Guangxi #2A AFG: Oct 2003
A04033	Characterization of Guangxi #1 and #2A pre-shipment from Houston	2	Guangxi #2A pre-shipment, MV Tequz, January 2004
A04042	CTFA testing on Gaungxi #2A ore for Johnson and Johnson	1	Guangxi #2a - Oct 2003 composite - A03613-2
A04110	TEM analysis of Guangxi 2A by J&J specs for Houston	1	Guangxi 2A: Feb 04, MV Tequi, ACM grind
A04111	XRD amphibole and quartz of February 2004 shipment of Guangxi 2A for	1	Guangxi 2A: Feb 04, MV Tequi, ACM grind
A04112	Characterization of Feb '04 Guangxi 2A crude composites	1	Guangxi 2A: Feb 04, MV Tequi, RM grind
A04112	Characterization of Feb '04 Guangxi 2A crude composites	2	Guangxi 2A: Feb 04, MV Tequi, ACM grind
A04112	Characterization of Feb '04 Guangxi 2A crude composites	3	Guangxi 2A: Feb 04, MV Tequi, AFG grind
A04315	Characterization of Guangxi 2A pre-shipment from Houston	1	Guangxi 2A pre-shipment: May 2004 to M.V. Navios Galaxy
A04316	Characterization of Guangxi #2 from Houston	1	RM: May 2004 composite for M.V. Great Bright
A04316	Characterization of Guangxi #2 from Houston	2	ACM: May 2004 composite for M.V. Great Bright
A04316	Characterization of Guangxi #2 from Houston	3	AFG: May 2004 composite for M.V. Great Bright
A04317	Ore certification report for Guangxi #2A shipment for Johnson & Johnson	1	ACM-Guangxi #2: May 2004 composite, M.V. Great Bright
A04410	Ore certification for Johnson & Johnson: Gaungxi #2 June 2004 shipmer	1	J&J - Houston, Guangxi 2A June 04, Navios Galaxy ACM
A04411	Characterization of June 2004 Guangxi 2A crude ore	1	Guangxi 2A; June 2004; Navios Galaxy RM
A04411	Characterization of June 2004 Guangxi 2A crude ore	2	Guangxi 2A; June 2004; Navios Galaxy ACM
A04550	J&J characterization of Sep '04 Guangxi #2	1	Sep '04 Guangxi #2: ACM from M.V. Danae
A04551	Characterization of Sep '04 Guangxi #2 from Houston	1	Sep '04 Guangxi #2: RM from M.V. Danae
A04551	Characterization of Sep '04 Guangxi #2 from Houston	2	Sep '04 Guangxi #2: ACM from M.V. Danae
A04551	Characterization of Sep '04 Guangxi #2 from Houston	3	Sep '04 Guangxi #2: AFG from M.V. Danae
A04669	Characterization of Guangxi 2A pre-shipment for Houston	1	Guangxi 2A pre-shipment - Nov 04 - M.V. Tai chang
A06292	Analysis of Guangxi #2 and 2A shipments (MV Hebei Arrow)	1	Guangxi #2 RM (6/8/06) ship MV Hebei Arrow
A06292	Analysis of Guangxi #2 and 2A shipments (MV Hebei Arrow)	2	Guangxi #2 ACM (6/8/06) ship MV Hebei Arrow
A06292	Analysis of Guangxi #2 and 2A shipments (MV Hebei Arrow)	3	Guangxi #2 AFG (6/8/06) ship MV Hebei Arrow
A06292	Analysis of Guangxi #2 and 2A shipments (MV Hebei Arrow)	4	Guangxi #2A RM (6/8/06) ship MV Hebei Arrow
A06292	Analysis of Guangxi #2 and 2A shipments (MV Hebei Arrow)	5	Guangxi #2A ACM (6/8/06) ship MV Hebei Arrow
A06292	Analysis of Guangxi #2 and 2A shipments (MV Hebei Arrow)	6	Guangxi #2A AFG (6/8/06) ship MV Hebei Arrow
A06334	TEM/Quartz Analysis of Guangxi #2 and #2A for J&J	1	Guangxi #2, 1 Gallon jug, 06/06, Roller Mill
A06368	Characterization of Guangxi #2 and #2A (M.V. Great Harvest)	1	Guangxi #2 - ship MV great Harvest - RM
A06368	Characterization of Guangxi #2 and #2A (M.V. Great Harvest)	2	Guangxi #2 - ship MV great Harvest - ACM
A06368	Characterization of Guangxi #2 and #2A (M.V. Great Harvest)	3	Guangxi #2 - ship MV great Harvest - AFG
A06368	Characterization of Guangxi #2 and #2A (M.V. Great Harvest)	4	Guangxi #2A - ship MV great Harvest - RM
A06368	Characterization of Guangxi #2 and #2A (M.V. Great Harvest)	5	Guangxi #2A - ship MV great Harvest - ACM
A06368	Characterization of Guangxi #2 and #2A (M.V. Great Harvest)	6	Guangxi #2A - ship MV great Harvest - AFG
A06369	TEM and Quartz analysis of Guangxi #2 and #2A samples for J&J	1	Guangxi #2 - ship MV great Harvest - RM
A06369	TEM and Quartz analysis of Guangxi #2 and #2A samples for J&J	2	Guangxi #2A - ship MV great Harvest - RM
A07025	TEM and Quartz analysis of Jan 2007 Guangxi 2A (RM) for Johnson and	1	Guangxi 2A - RM --- Jan 2007 MV Eastern Queen
A07136	Characterization of Guangxi #2A Ore, June 2007, MV Makali	1	Guangxi #2A, RM, May 2007, MV Makali
A07136	Characterization of Guangxi #2A Ore, June 2007, MV Makali	2	Guangxi #2A, ACM, May 2007, MV Makali
A07136	Characterization of Guangxi #2A Ore, June 2007, MV Makali	3	Guangxi #2A, AFG, May 2007, MV Makali
A07137	Quartz and Amphibole Testing of Guangxi #2 and 2A Ore, June 2007 M	1	Guangxi #2, RM, MV Makali

A07137	Quartz and Amphibole Testing of Guangxi #2 and 2A Ore, June 2007 MV	2	Guangxi #2A, RM
A07138	Characterization of Guangxi #2 Ore, May 2007, MV Makali	1	Guangxi #2, RM, May 2007, MV Makali
A07138	Characterization of Guangxi #2 Ore, May 2007, MV Makali	2	Guangxi #2, ACM, May 2007, MV Makali
A07138	Characterization of Guangxi #2 Ore, May 2007, MV Makali	3	Guangxi #2, AFG, May 2007, MV Makali
A07358	Characterization od Guangxi #2 Ore Samples	1	RM grind M.V. "Wina-1"
A07358	Characterization od Guangxi #2 Ore Samples	2	ACM Grind M.V. "Wina-1"
A07358	Characterization od Guangxi #2 Ore Samples	3	AFG Grind M.V. "Wina-1"
A07358	Characterization od Guangxi #2 Ore Samples	4	RM Grind M.V. "Wina"
A07358	Characterization od Guangxi #2 Ore Samples	5	ACM Grind M.V. "Wina"
A07358	Characterization od Guangxi #2 Ore Samples	6	AFG Grind M.V. "Wina"
A07360	TEM asbestos and quartz analysis for Guangxi roller mill samples	1	RM grind M.V. "wina-1"
A07360	TEM asbestos and quartz analysis for Guangxi roller mill samples	2	RM grind M.V. "wina"
A07436	Characterization of Guangxi #2 grinds, Nov 07 - MV Hellenic Sea	1	Guangxi #2 RM Nov 07 - MV Hellenic Sea
A07436	Characterization of Guangxi #2 grinds, Nov 07 - MV Hellenic Sea	2	Guangxi #2 ACM Nov 07 - MV Hellenic Sea
A07436	Characterization of Guangxi #2 grinds, Nov 07 - MV Hellenic Sea	3	Guangxi #2 ACM Nov 07 - MV Hellenic Sea
A07437	TEM and Quartz Analysis of Guangxi #2 (MV Hellenic Sea) for Johnson	1	Guangxi #2 MV Nov 07 - MV Hellenic Sea
A08027	Characterization of Guangxi #2, Jan 2008, MV Iguana	1	Guangxi #2, RM, Jan 2008, MV Iguana
A08027	Characterization of Guangxi #2, Jan 2008, MV Iguana	2	Guangxi #2, ACM, Jan 2008, MV Iguana
A08027	Characterization of Guangxi #2, Jan 2008, MV Iguana	3	Guangxi #2, AFG, Jan 2008, MV Iguana
A08028	Quartz and Amphibole testing of Guangxi 2, Jan 2008, MV Iguana for Jc	1	Guangxi 2 RM, Jan 2008, MV Iguana
A08073	Characterization of February 2008 Guangxi 2 & 2A - MV "Wina"	1	February 2008 MV "Wina" Guangxi 2 RM
A08073	Characterization of February 2008 Guangxi 2 & 2A - MV "Wina"	2	February 2008 MV "Wina" Guangxi 2 ACM
A08073	Characterization of February 2008 Guangxi 2 & 2A - MV "Wina"	3	February 2008 MV "Wina" Guangxi 2 AFG
A08073	Characterization of February 2008 Guangxi 2 & 2A - MV "Wina"	4	February 2008 MV "Wina" Guangxi 2A RM
A08073	Characterization of February 2008 Guangxi 2 & 2A - MV "Wina"	5	February 2008 MV "Wina" Guangxi 2A ACM
A08073	Characterization of February 2008 Guangxi 2 & 2A - MV "Wina"	6	February 2008 MV "Wina" Guangxi 2A AFG
A08074	Quartz and TEM Analysis of February 2008 Guangxi 2 & 2A - a08540for	1	February 2008 MV "Wina" Guangxi 2 RM
A08074	Quartz and TEM Analysis of February 2008 Guangxi 2 & 2A - a08540for	2	February 2008 MV "Wina" Guangxi 2A RM
A08487	Characterization of Guangxi #2 M.V. "Shi Dai"	1	RM Guangxi #2 M.V. "Shi Dai"
A08487	Characterization of Guangxi #2 M.V. "Shi Dai"	2	RM Guangxi #2 M.V. "Shi Dai"
A08487	Characterization of Guangxi #2 M.V. "Shi Dai"	3	AFG Guangxi #2 M.V. "Shi Dai"
A08488	TEM, Quartz, Amphibole Analysis of Guangxi #2 M.V. "Shi Dai" for Johns	1	RM Guangxi #2 M.V. "Shi Dai"
A08540	TEM, Quartz, & Amphibole Analysis of Guangxi #2 M.V. "Hellenic Sea" fo	1	RM Guangxi 2 "Hellenic Sea"
A09015	Characterization of Guangxi 1&2 Nov 08 Shipment MV "Anna Smile"	1	RM Guangxi #2. MV "Anna Smile"
A09015	Characterization of Guangxi 1&2 Nov 08 Shipment MV "Anna Smile"	2	ACM Guangxi 2, MV "Anna Smile"
A09015	Characterization of Guangxi 1&2 Nov 08 Shipment MV "Anna Smile"	3	AFG Guangxi 2, MV "Anna Smile"
A09015	Characterization of Guangxi 1&2 Nov 08 Shipment MV "Anna Smile"	4	RM Guangxi #1, MV "Anna Smile"
A09015	Characterization of Guangxi 1&2 Nov 08 Shipment MV "Anna Smile"	5	ACM Guangxi #1, MV "Anna Smile"
A09015	Characterization of Guangxi 1&2 Nov 08 Shipment MV "Anna Smile"	6	AFG Guangxi #1, MV "Anna Smile"
A09020	TEM & Quartz Analysis of Guangxi 2 for J & J	1	Guangxi 2 RM, Nov 08, MV "Anna Smile"
A09479	Guangxi #2 ore shipment to Houston - M.V. Beilun Dolphin, Oct 08	1	Guangxi #2, RM, grind date ***, M.V. Beilun Dolphin, arrived 10/08 (sa
A09479	Guangxi #2 ore shipment to Houston - M.V. Beilun Dolphin, Oct 08	2	Guangxi #2, ACM, grind date 10/6/09, M.V. Beilun Dolphin, arrived 10/
A09479	Guangxi #2 ore shipment to Houston - M.V. Beilun Dolphin, Oct 08	3	Guangxi #2, AFG, grind date 10/6/09, M.V. Beilun Dolphin, arrived 10/
A10043	Characterization of Guangxi 2 Shipment from M.V. Blunenau	1	Guangxi 2, M.V. Blunenau, RM
A10043	Characterization of Guangxi 2 Shipment from M.V. Blunenau	2	Guangxi 2, M.V. Blunenau, ACM
A10043	Characterization of Guangxi 2 Shipment from M.V. Blunenau	3	Guangxi 2, M.V. Blunenau, AFG
A10044	TEM and XRD Analysis of Guangxi 2 for Johnson & Johnson	1	Guangxi 2, M.V. Blunenau, RM
A10200	Characterization Analysis of Guangxi #2 Shipment MV "Beilun Dolphin"	1	RM Guangxi #2; 4/28/10; MV "Beilun Dolphin"
A10200	Characterization Analysis of Guangxi #2 Shipment MV "Beilun Dolphin"	2	ACM Guangxi #2; 4/28/10; MV "Beilun Dolphin"
A10200	Characterization Analysis of Guangxi #2 Shipment MV "Beilun Dolphin"	3	AFG Guangxi #2; 4/28/10; MV "Beilun Dolphin"
A10201	TEM Analysis of Guangxi #2 for Johnson and Johnson	1	RM Guangxi #2; 4/28/10; MV "Beilun Dolphin"
A10461	Characterization Analysis of Sept. 2010 Guangxi #2 Shipment M.V. Sonja	1	RM, Guangxi 2, MV Sonja C
A10461	Characterization Analysis of Sept. 2010 Guangxi #2 Shipment M.V. Sonja	2	ACM, Guangxi #2 MV Sonja C
A10461	Characterization Analysis of Sept. 2010 Guangxi #2 Shipment M.V. Sonja	3	AFG, Guangxi #2 MV Sonja C
A10541	TEM Analysis of Oct. 2010 Guangxi #2 MV Jiali Hai	1	RM Guangxi #2, MV Jiali Hai
A11076	CTFA-USP XRD Analysis of January 2011 Houston Composites	2	6x8 sample baggie
A11124	Characterization of Chinese ore for Houston	1	Chinese 2 RM #2, Pregrind MV Hosanger
A11124	Characterization of Chinese ore for Houston	2	Chinese 2 ACM #2, Stellar Ex MV Hosanger
A11124	Characterization of Chinese ore for Houston	3	Chinese #2 AFG, Cimpact 710 MV Hosanger
A11128	TEM Analysis of Guangxi 2 Shipment MV Hosanger for J&J	1	RM Guangxi #2 MV Hosanger
A11306	Characterization of Chinese crude ore #2 from Houston	1	ACM Chinese 2 - MV Navios Star
A11306	Characterization of Chinese crude ore #2 from Houston	2	AFG Chinese 2 - MV Navios Star
A11306	Characterization of Chinese crude ore #2 from Houston	3	MISLABELED, RM Chinese 2 - MV Navios Star
A11306	Characterization of Chinese crude ore #2 from Houston	4	Correctly Labeled RM Guangxi 2, Navio Star
A11307	TEM analysis on Chinese #2 ore (MV Navios Star) for Johnson and Johr	1	RM Chinese 2 - MV Navios Star
A11307	TEM analysis on Chinese #2 ore (MV Navios Star) for Johnson and Johr	2	Correctly Labeled RM Guangxi 2, Navio Star
A11510	Characterization Analysis for Guangxi #2	1	Guangxi #2 RM, Imp-200, 1 Gal Jug

A11510	Characterization Analysis for Guangxi #2	2	Guangxi #2 ACM, St-Ex, 1 Gal Jug
A11510	Characterization Analysis for Guangxi #2	3	Guangxi #2 AFG, C-710, 1 Gal Jug
A11511	TEM Analysis of Guangxi 2 from the MV Prabhu Puni	1	Guangxi 2
A12069	Characterization of Chinese #2 MV Silver Dragaon	1	RM - "A" - MV Silver Dragon - Chinese #2 ore composite sample
A12069	Characterization of Chinese #2 MV Silver Dragaon	2	ACM - "A" - MV Silver Dragon - Chinese #2 ore composite sample
A12069	Characterization of Chinese #2 MV Silver Dragaon	3	AFG - "A" - MV Silver Dragon - Chinese #2 ore composite sample
A12078	Product Characterization of Silver Dragon Crude Ore Shipment	4	Chinese #2 Composite, RM
A12078	Product Characterization of Silver Dragon Crude Ore Shipment	5	Chinese #2 Composite, ACM
A12078	Product Characterization of Silver Dragon Crude Ore Shipment	6	Chinese #2 Composite AFG

Houston Product			
Project number	Description	Sample No.	Sample description
A09151	TEM Analysis of Jan 2009 Samples from Houston	2	Jan 09, Grade 25
A09152	Quartz Analysis of Jan 2009 Samples from Houston	2	Jan 09, Grade 25
A09153	TEM Analysis of Feb. 2009 Houston Samples	2	Feb. 09, Grade 25 USP
A09154	Quartz Analysis of Feb. 2009 Houston Samples	2	Feb 09, Grade 25 USP
A09173	TEM Analysis of March 2009 Houston Samples	2	March 09, Grade 25 USP
A09174	Quartz Analysis of March 2009 Houston Samples	2	March 09, Grade 25 USP
A09219	TEM Analysis of April 2009 Houston Samples	2	April 09; Grade 25 USP
A09220	Quartz Analysis of April 2009 Houston Samples	2	April 09; Grade 25 USP
A09231	Heavy Metal Analysis of April 2009 Houston Composites	2	March 2009 Houston composite - Grade 25 USP
A09274	TEM Analysis of May 2009 Houston Composites	2	May 2009 Houston composite - Grade 25 USP
A09276	Heavy Metals Analysis of May 2009 Houston Composites	2	May 2009 Houston composite - Grade 25 USP
A09308	TEM Analysis of June 2009 Houston Composites	2	June 2009 Houston composite - Grade 25 USP
A09309	CTFA XRD Analysis of June 09 Houston Composites	2	June 2009 Houston composite - Grade 25 USP
A09310	Heavy Metals Analysis of June 09 Houston Composites	2	June 2009 Houston composite - Grade 25 USP
A09370	TEM Analysis of July 2009 Houston Composites	2	July 2009 Houston composite - Grade 25 USP
A09371	CTFA XRD Analysis of July 2009 Houston Composites	2	July 2009 Houston composite - Grade 25 USP
A09372	Heavy Metals Analysis of July 2009 Houston Composites	2	July 2009 Houston composite - Grade 25 USP
A09425	TEM Analysis of August 2009 Houston Composites	2	Aug 2009 Houston composite - Grade 25 USP
A09426	CTFA XRD Analysis of August 2009 Houston Composites	2	Aug 2009 Houston composite - Grade 25 USP
A09427	Heavy Metal Analysis of August 2009 Houston Composites	2	Aug 2009 Houston composite - Grade 25 USP
A09470	CTFA XRD Analysis of September 09 Houston Composites	2	Sept 09 Grade 25 USP
A09471	TEM Analysis of September 09 Houston Composites	2	Sept 09 Grade 25 USP
A09560	TEM Analysis of November 2009 Houston Composites	3	Grade 25 USP Houston fiber management sample November 2009
A09561	CTFA XRD Analysis of November 2009 Houston Composites	3	Grade 25 USP Houston fiber management sample November 2009
A10016	TEM Analysis of December 09 Houston Composites	3	Dec 2009 Houston composite - Grade 25 USP
A10017	CTFA XRD Analysis of December 09 Houston Composites	3	Grade 25 USP, 6x8 sample baggie
A10123	TEM Analysis of February 2010 Houston Composites	3	FEB 2010 Houston composite - Grade 25 USP
A10126	CTFA XRD Analysis of February 2010 Houston Composites	3	6x8 sample baggie, Grade 25 USP
A10178	TEM Analysis of March 2010 Houston Composites	3	MAR 2010 Houston composite - Grade 25 USP
A10179	CTFA XRD Analysis of March 2010 Houston Composites	3	Grade 25 USP
A10227	TEM Analysis of April 2010 Houston Composites	3	April 2010 Houston composite - Grade 25 USP
A10228	CTFA XRD Analysis of April 2010 Houston Composites	3	April 2010 Houston composite - Grade 25 USP
A10268	TEM Analysis of May 2010 Houston Composites	3	May 2010 Houston Composite - Grade 25 USP
A10269	CTFA XRD Analysis of May 2010 Houston Composites	3	May 2010 Houston Composite - Grade 25 USP
A10341	TEM Analysis of June 2010 Houston Composites	3	June 2010 Houston composite - Grade 25 USP
A10342	CTFA XRD Analysis of June 2010 Houston Composites	3	June 2010, Grade 25 USP
A10391	TEM Analysis of July 2010 Houston Composites	2	JULY 2010 Houston composite - Grade 25 USP
A10392	CTFA XRD Analysis of July 2010 Houston Composites	2	JULY 2010 Houston composite - Grade 25 USP
A10430	TEM Analysis of August 2010 Houston Composites	2	Aug 2010 Houston composite - Grade 25 USP
A10431	CTFA XRD Analysis of August 2010 Houston Composites	2	Aug 2010 Houston composite - Grade 25 USP
A10569	TEM Analysis of October 2010 Houston Composites	2	OCT 2010 Houston composite - Grade 25 USP
A10570	CTFA XRD Analysis of October 2010 Houston Composites	2	OCT 2010 Houston composite - Grade 25 USP
A10628	TEM Analysis of November 2010 Houston Composites	2	Nov 2010, Grade 25 USP
A10629	CTFA XRD Analysis of November 2010 Houston Composites	2	Nov 2010, Grade 25 USP
A10632	TEM Analysis of September 2010 Houston Composites	2	Grade 25 USP Chinese #2 September 2010 sample
A10633	CTFA XRD Analysis of September 2010 Houston Composites	2	Grade 25 USP Chinese #2 September 2010 sample
A11032	CTFA XRD Analysis of December 2010 Houston Composites	2	6x8 sample baggie, Grade 25 USP
A11033	TEM Analysis of December 2010 Houston Composites	2	6X8 SAMPLE BAGGIE, Grade 25 USP
A11075	TEM Analysis of January 2010 Houston Composites	2	JAN 2011 Houston composite - Grade 25 USP
A11135	TEM Analysis of February 2011 Houston composites	2	Feb 2011 Houston Composite - Grade 25 USP
A11136	CTFA XRD Analysis of February 2011 Houston composites	2	Feb 2011 Houston Composite - Grade 25 USP
A11198	Mar 2011 M4 Fibre Test samples from Houston	2	Mar 2011 Houston composite - Grade 25 USP
A11199	Mar 2011 M4 Fibre Test samples from Houston	2	Mar 2011 Houston composite - Grade 25 USP
A11248	TEM Analysis of April 2011 Houston Composites	2	Apr 2011 Houston Composite - Grade 25 USP
A11249	April 2011 CTFA USP XRD analysis of Houston Composites	2	Apr 2011 Houston Composite - Grade 25 USP
A11304	TEM Analysis of May 2011 Houston Composites	2	May 2011 Houston Composite - Grade 25 USP, Chinese #2
A11305	CTFA USP XRD Analysis of May 2011 Houston Composites	2	May 2011 Houston Composite - Grade 25 USP, Chinese #2
A11361	TEM analysis of JUN 2011 Houston composites	2	JUN 2011 Houston composite - Grade 25 USP
A11362	CTFA USP XRD Analysis for JUN 2011 Houston composites	2	JUN 2011 Houston composite - Grade 25 USP
A11392	TEM analysis of July 2011 Houston composites	2	JUL 2011 Houston composite - Grade 25 USP
A11393	CTFA USP analysis of July 2011 Houston composites	2	JUL 2011 Houston composite - Grade 25 USP
A11426	TEM Analysis of August 2011 Houston Composites	2	Grade 25 USP Chinese #2 Aug '11
A11427	CTFA-USP XRD Analysis of August 2011 Houston Composites	2	Grade 25 USP Chinese #2 Aug '11
A11459	TEM analysis of Houston September 2011 composites	2	SEPT 2011 Houston composite - Grade 25 USP
A11460	CTFA USP analysis on Houston September 2011 composites	2	SEPT 2011 Houston composite - Grade 25 USP

A11508	TEM Analysis of October 2011 Houston Composites	2	Oct 2011 Grade 25 USP Composite
A11509	CTFA XRD Analysis of Oct 2011 Houston Composites	2	Oct 2011 Grade 25 USP Composite
A11547	TEM Analysis of NOV 2011 Composites for Houston	2	NOV 2011 Houston composite - Grade 25 USP
A11548	CTFA USP XRD Analysis of NOV 2011 Composites for Houston	2	NOV 2011 Houston composite - Grade 25 USP
A12009	TEM Analysis of Houston Monthly Composites for December 2011	2	DEC 2011 Houston Composite - Grade 25 USP
A12010	CTFA USP XRD Analysis of Houston DEC 2011 monthly composites	2	DEC 2011 Houston Composite - Grade 25 USP
A12014	4th quarter 2011 heavy metal analysis	1	Grade 25 USP
A12083	TEM Analysis of Feb 2012 Houston Composites	3	Chinese #2, Grade 25 USP
A12084	CTFA XRD Analysis of Feb 2012 Houston Composites	3	Chinese #2, Grade 25 USP

IN RE JOHNSON & JOHNSON TALCUM POWDER PRODUCTS
MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION
MDL NO. 16-2738 (FLW) (LHG)

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¹ Names based on complaints for talc personal injury actions against one or more of defendants.

IN RE JOHNSON & JOHNSON TALCUM POWDER PRODUCTS
MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION
MDL NO. 16-2738 (FLW) (LHG)

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IN RE JOHNSON & JOHNSON TALCUM POWDER PRODUCTS
MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION
MDL NO. 16-2738 (FLW) (LHG)

JOINT CATALOGUE

LABORATORY CONTROL NO.	SAMPLE IDENTIFICATION NO.	LABEL ON ORIGINAL CONTAINER	DATE ON ORIGINAL CONTAINER	QUANTITY ON LABEL OF ORIGINAL CONTAINER	ACTUAL QUANTITY IN ORIGINAL CONTAINER	QUANTITY IN ORIGINAL CONTAINER OR NEW RECEPTACLE AFTER DIVISION
2018_____-____						
2018_____-____A						
2018_____-____B						
2018_____-____C						

Observer for plaintiffs hereby acknowledges receipt of 2018_____-____A, _____ of original Sample 2018_____-____.
(weight)

Observer for Plaintiffs

Date

Observer for defendants hereby acknowledges receipt of 2018_____-____B, _____ of original Sample 2018_____-____.
(weight)

Observer for Defendants

Date

Laboratory technician hereby acknowledges that all remaining material from Sample 2018_____-____ was
(check one): ☐ replaced in its original container ☐ transferred to a new receptacle (2018_____-____C).

Laboratory Technician

Date

IN RE JOHNSON & JOHNSON TALCUM POWDER PRODUCTS
MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION
MDL NO. 16-2738 (FLW) (LHG)

JOINT CATALOGUE

LABORATORY CONTROL NO.	MUSEUM SAMPLE IDENTIFICATION NO.	LABEL ON ORIGINAL CONTAINER	DATE ON ORIGINAL CONTAINER	QUANTITY ON LABEL OF ORIGINAL CONTAINER	ACTUAL QUANTITY IN ORIGINAL CONTAINER	QUANTITY TRANSFERRED TO NEW RECEPTACLE
2018_____-____M						

Observer for plaintiffs hereby acknowledges that unselected Museum Sample _____, _____ was transferred to 2018_____-____M.
(weight)

Observer for Plaintiffs

Date

Observer for defendants hereby acknowledges that unselected Museum Sample _____, _____ was transferred to 2018_____-____M.
(weight)

Observer for Defendants

Date

Laboratory technician hereby acknowledges that unselected Museum Sample _____, _____ was transferred to 2018_____-____M.
(weight)

Laboratory Technician

Date

IN RE JOHNSON & JOHNSON TALCUM POWDER PRODUCTS
MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION
MDL NO. 16-2738 (FLW) (LHG)

JOINT CATALOGUE

The parties hereby acknowledge that on this ____ day of _____, _____, the Samples selected for division were divided and produced fairly and pursuant to all terms of the Agreed Order. That parties further acknowledge that the full contents of unselected Museum Samples were transferred to new receptacles fairly and pursuant to all terms of the Agreed Order.

Observer for Plaintiffs

Date

Observer for Defendants

Date

The Laboratory technician hereby acknowledges that he or she divided, transferred, labeled, catalogued and produced all Sample material fairly, using good laboratory practices and in accordance with all terms of the Agreed Order.

Laboratory Technician

Date

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
BEFORE HONORABLE BRAD SELIGMAN
DEPARTMENT 23

---oOo---

TERESA LEAVITT,

Plaintiff,

vs.

No. RG17882401

JOHNSON & JOHNSON, et al.,

Defendants.

_____/

REPORTER'S TRANSCRIPT OF PROCEEDINGS

(Informal Discovery Conference)

July 18, 2018

Taken before ERIN F. ROBINSON

CSR No. 12199

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So that's one of the things that was requested.

Essentially to get an inventory of the samples and give some kind of description of what that is so that the plaintiffs can decide which of those samples they would like to request, be split.

THE COURT: And what other than the weight of the samples, if anything --

MS. LEE: And photographs also, so we will endeavor to do both so we can get those to plaintiff's counsel and identify hopefully the samples they would like split. So that is beginning. We have not previously done that in terms of weight and photographs, so -- and unfortunately, it's a bit of a process.

So my understanding from speaking with my client is that that would take somewhere between what we'd like is something, it would take at least I think they said at least 20 or so days, so more than two weeks, but if we can get 30 days as an outside date to provide an inventory with that information to plaintiffs, we can accomplish that.

THE COURT: Okay. Let me actually start with the TEM grids first because I think that's the more serious issue here. The record, as I understand it, is the existence of these grids became clear in the recent trial in New Jersey, I believe.

PROCEEDINGS

Wednesday, July 18, 2018 - 3:15 p.m.

---oOo---

THE COURT: Good afternoon, everybody.

MR. SATTERLEY: Good afternoon, your Honor.

MS. LEE: I apologize for being late. I had on my calendar 3:30.

THE COURT: No worries. Let's have appearances.

MR. SATTERLEY: Good afternoon, your Honor, Joe Satterley on behalf of the plaintiff.

MS. LEE: Jennifer Lee on behalf of Imerys Talc America.

THE COURT: All right. I received letter briefs from each side. Any additional developments I should know about before we get started on this?

MR. SATTERLEY: Not other than -- no, your Honor, I can explain as we go along.

MS. LEE: No other developments, your Honor. We are endeavoring to do some of the things that I think plaintiffs have proposed in their briefing in particular to get the weights of the samples that are being collected now and being sent to the New Jersey laboratory, and also going back and assessing the weights of the samples that already have been provided to the MDL in that context.

MR. SATTERLEY: That's correct, your Honor.

THE COURT: What was the date of that?

MR. SATTERLEY: We start the trial January the 3rd or 4th and verdict was April the 11th, so it was a three-month trial.

THE COURT: At this point what do we know in terms of how many grids, how big an inventory, what actually -- it's San Jose, right, that you have the stuff.

MS. LEE: I believe most of it is there, your Honor, if not -- I believe that's what Julie Pier testified to.

THE COURT: I saw San Jose referred to.

MS. LEE: That is where the primary lab is, and that's where it will be kept. In terms of how many and inventory and so forth, your Honor, we don't know much more at this point other than what Julie, Ms. Pier testified to in Lanzo, which she thinks it's several hundred, I think that's what she said.

But we don't have an inventory of that, what she says in Lanzo actually, which I believe is correct, is that all of the TEM grids that we looked at are available, they're always stored. And as your Honor knows from our letter brief as well, the issue isn't about whether or not those are available, they are, we

Page 6

1 have them, the question is whether or not they should be
2 produced, I think, is more of our position.

3 THE COURT: I'm get there. First I want to
4 understand what it is we've got. So several hundred. Is
5 there an actual inventory which identifies time period,
6 some other information for each grid?

7 MS. LEE: I don't know that information. I'm
8 sure there is some type of inventory. They keep track of
9 what those grids are. I just don't know the nature of
10 that at this point in time, and I don't know how
11 extensive that is.

12 THE COURT: And these grids, maybe you all can
13 help me on this, these are grids that were created in
14 examination of samples historically over time?

15 MS. LEE: Correct.

16 THE COURT: Going back how far, do you have any
17 idea?

18 MS. LEE: I don't know the exact year. Some of
19 them are very, very old, and I think Ms. Pier actually
20 refers to some of them being -- refers to some of them
21 being dated back in the early 2000s.

22 THE COURT: Do you know if they go earlier than
23 that?

24 MS. LEE: I can't imagine they would because,
25 well, they might. I don't know the answer.

Page 8

1 there. That's based on the assumption that examination
2 of a grid will destroy its utility in the future.

3 MS. LEE: Could possibly do that, yes. And
4 frankly would likely. With transport, with all the
5 things we laid out in our brief I know you read, with
6 transport, back and forth, with the actual testing
7 itself, reanalyzing it, and so forth, I think that really
8 we should be looking at the potential production of these
9 grids as a request for destructive testing.

10 And if that's the case, then what we're looking
11 at is, is there another source for this information. I
12 think that's really what we should be thinking about, is
13 there another source for the information that's sought by
14 looking at these grids, and I think the answer is, there
15 is. There are other sources.

16 THE COURT: Like what?

17 MS. LEE: Well, for example, the testing
18 results, and I know plaintiffs have a position about why
19 those testing results aren't sufficient, but there are
20 testing results documents that have already been produced
21 that they have with regard to these exact grids.

22 THE COURT: But this is secondary evidence that
23 you created.

24 MS. LEE: Correct.

25 THE COURT: Why should the plaintiff in any

Page 7

1 THE COURT: There's a lot you don't know about
2 these.

3 MS. LEE: Yes.

4 THE COURT: So leaving aside the question for
5 the moment of how delicate these grids are, I'm having a
6 lot of trouble seeing why these are discoverable.

7 MS. LEE: I don't know that the question -- in
8 theory, I would agree with you, frankly, likely they are,
9 if we can identify what they are, we can identify them as
10 relating to a mine that's at issue, et cetera, using
11 those parameters, I think for us, the bigger issue for us
12 on these TEM grids is that, well, you want to put it
13 aside, but the issue is --

14 THE COURT: That's really the issue.

15 MS. LEE: That's absolutely the issue, yes. And
16 I will say, your Honor, that from our perspective,
17 producing these TEM grids is tantamount to destructive
18 testing.

19 THE COURT: Not if I give you an order telling
20 you to do it. Let me back up. I'm jumping ahead.

21 You were worried about being accused in some
22 future theoretical case of tampering with evidence,
23 destroying evidence. If I give you an order to produce
24 it, that's not a real risk. Destructive testing is a
25 separate argument, you're worried about losing things out

Page 9

1 situation be required to accept secondary evidence?

2 MS. LEE: Well, I think they should when what
3 they want as the primary evidence is tantamount to
4 destructive testing because when you're looking at it
5 from the perspective of we're talking about destructive
6 testing, I think you have to consider the prejudice that
7 could occur and the destruction of that evidence for
8 future cases that could occur.

9 THE COURT: Except you would say the same thing
10 of those cases, they shouldn't look at them, either.

11 MS. LEE: Agreed.

12 THE COURT: So basically your position is this
13 evidence nobody gets to look at and everybody should
14 accept your secondary evidence.

15 MS. LEE: Yes. And here's the other point on
16 that, though. The other point is that these are test
17 results from samples taken from presumably in this case
18 the mines that would be Vermont and Italy as well, those
19 are the two that are at issue for the product that's at
20 issue in this case.

21 MR. SATTERLEY: And China as well.

22 MS. LEE: And potentially China also, yes,
23 potentially China as well. And I guess the point is that
24 there is an abundance of evidence, not just ours but
25 independent evidence, plaintiff's own expert's evidence

3 (Pages 6 to 9)

<p style="text-align: right;">Page 10</p> <p>1 and so forth of the same talc from those same mines.</p> <p>2 So what we're talking about is producing the</p> <p>3 physical grid that we use to test the talc out of these</p> <p>4 mines that are the same mines that have been tested by</p> <p>5 other experts, including plaintiff's own experts, by</p> <p>6 independent sources, including RJ Lee, including McCrone,</p> <p>7 there's lots of testing results of these mines talcs,</p> <p>8 talc products that came out.</p> <p>9 So it's not like these TEM grids are the only</p> <p>10 source of evidence for looking at the presence of --</p> <p>11 potential presence of asbestos in the talc that came from</p> <p>12 Vermont, Italy and China is my point. So it's not as</p> <p>13 though, for example, in the case where the defendant</p> <p>14 seeking destructive testing of a plaintiff's tissue in a</p> <p>15 case like this, where there's no other source for that</p> <p>16 physical evidence.</p> <p>17 And it's not like we can take TEM grids or other</p> <p>18 analyses that have been done of other people to make it</p> <p>19 relevant to the case that's at issue. This is a case</p> <p>20 where there is an abundance of testing results, and even</p> <p>21 Dr. Longo's own testing is of talc that came from the</p> <p>22 same mines that these TEM grids represent.</p> <p>23 So in context of that, and the fact that there</p> <p>24 is this abundance of evidence regarding that talc</p> <p>25 testing, when you look at it under the purview of</p>	<p style="text-align: right;">Page 12</p> <p>1 So my point is that while, yes, there is always</p> <p>2 a risk of potential, something getting damaged or</p> <p>3 something getting lost, that same risk applies to any</p> <p>4 pathology that we have, any slides, because the way it</p> <p>5 works is, yes, if an untrained analyst doesn't know what</p> <p>6 they're doing, they can potentially damage the grid, a</p> <p>7 grid.</p> <p>8 For example, Dr. Sanchez, their expert, who</p> <p>9 opened this package, I can show you the videotape of,</p> <p>10 when he examined in that other case in New Jersey the</p> <p>11 grids, he blew out a couple grid openings. There's a</p> <p>12 hundred grid openings in each grid. And the fact that he</p> <p>13 blew it out afterwards, we were able to point that out,</p> <p>14 you put the electron beam too strong on that one little</p> <p>15 spot, and you blew out that grid opening.</p> <p>16 Yes, I did. But we were able to look at many of</p> <p>17 the other grid openings around it, and there was eight</p> <p>18 grids at issue in the Lanzo case. And you can see in the</p> <p>19 video exactly how small they are, exactly what the</p> <p>20 containers are held in, and that's the standard way in</p> <p>21 which the grids are stored and maintained.</p> <p>22 The very first issue that I'm troubled by is</p> <p>23 that they won't even tell us how many grids there are,</p> <p>24 what are the dates of the grids, because what occurred,</p> <p>25 and we put it in our letter brief, originally they</p>
<p style="text-align: right;">Page 11</p> <p>1 destroying potential evidence, I think that weighs in</p> <p>2 favor of not allowing this to occur because there is</p> <p>3 abundant evidence of the same testing from the same mines</p> <p>4 that are at issue here.</p> <p>5 THE COURT: Mr. Satterley?</p> <p>6 MR. SATTERLEY: Yes, your Honor, may it please</p> <p>7 the court. We tendered discovery to Imerys back in early</p> <p>8 May requesting at least 15 different requests for the</p> <p>9 various grids. They have not provided a list. They have</p> <p>10 not provided any inventory. They have not done anything</p> <p>11 other than object and say we're going to potentially</p> <p>12 destroy this evidence.</p> <p>13 The fact of the matter is, grids are items, and</p> <p>14 I have a videotape of their expert receiving our grids,</p> <p>15 and so it's a minute and a half video of him unpackaging</p> <p>16 the grids, looking at the grids, pulling out a package,</p> <p>17 using tweezers, the exact same thing that they said will</p> <p>18 destroy the grids, their expert did that analyzed it and</p> <p>19 came into court and testified about his findings to try</p> <p>20 to use that as a defense in a case.</p> <p>21 Well, in that particular case, as we point out</p> <p>22 in our letter brief, the court permitted yet a third</p> <p>23 expert to look at the grids, he looked at the grids, came</p> <p>24 and testified and was able to relocate many of the</p> <p>25 asbestos fibers and also find more asbestos fibers.</p>	<p style="text-align: right;">Page 13</p> <p>1 answered discovery saying they don't have anything,</p> <p>2 samples, anything like that.</p> <p>3 Only through vigorous cross-examination, I</p> <p>4 cross-examined Ms. Pier, two and a half, three days did</p> <p>5 she admit, and we got a spoliation instruction based upon</p> <p>6 her testimony with regards to both the samples and to a</p> <p>7 lesser extent the grid issue, but we established in that</p> <p>8 trial that they started doing TEM testing way back in the</p> <p>9 '90s and disposed of them for many, many years.</p> <p>10 So the first issue is, we would like an</p> <p>11 inventory of exactly what TEM grids exist, the date of</p> <p>12 the grids, because right now they say there's reports out</p> <p>13 there, we don't even know if these reports at all relate</p> <p>14 to the grids in question. The way they defend these</p> <p>15 cases they put a bunch of negative reports in and say,</p> <p>16 look, ladies and gentlemen, there's negative, no asbestos</p> <p>17 in any of these reports.</p> <p>18 We've got to have the right to challenge that,</p> <p>19 to confront that because our testing of certain samples,</p> <p>20 many of them there is asbestos present, not 100 percent</p> <p>21 but I -- just, for example, in a different case turned</p> <p>22 over yesterday a report where 11 of the 16 samples of the</p> <p>23 J & J powder had asbestos in them. Five didn't.</p> <p>24 So it's really, really important for us to</p> <p>25 understand exactly what grids they have, the dates of the</p>

1 grids, how many they are, do they relate to the testing
2 reports that they seek to put into evidence. Secondly,
3 it's important because at some point I may ask the court
4 for some relief with regard to spoliation based upon
5 everything that we've established to exactly know what
6 exists today versus what doesn't exist.

7 Third, in their letter brief, they admit on page
8 4 that these are highly relevant. They say they're
9 relevant and they have multi-case relevance is what they
10 say, including current and subsequently filed cases. So
11 they have admitted in their letter brief that these grids
12 have relevance in this case and cases in the future.

13 It can't be -- and then the next-to-last
14 paragraph they say future plaintiffs will be deprived of
15 this evidence if it's turned over in this case.
16 Mrs. Leavitt will be deprived of this evidence if we go
17 the route in which Imerys wants to go and not let anybody
18 look at and challenge the grids.

19 What I would like with regards to the grids, I'd
20 like to show your Honor this video, and I apologize, I
21 just thought of it last night and I could show it to
22 counsel, Imerys has given it to us, that's how I got it,
23 so you can see exactly what the grid packaging looks
24 like, you can see how their expert Dr. Sanchez handles
25 the grids in general, and because ultimately, any damage

1 that occurs by my experts potentially could be used
2 against me if we damage it.

3 If we damage evidence, just like if they were to
4 lose pathology, if we sent over pathology to them and
5 they damage it or break the slides or lose it, then they
6 could potentially -- there could be some repercussions
7 about that. Same as relates to us. If we damage the
8 evidence to the point it's not useable, there's
9 repercussions under the law that we could be sanctioned
10 potentially. We could be certain things could occur.

11 What occurred in Lanzo is, yeah, there's a
12 little bit of damage done by their expert, but we just
13 pointed that out and we didn't get any sanctions because
14 the beam of the electron microscope was too hot on one
15 particular opening. And if you can just imagine, I think
16 we attached as an exhibit an example of the grid, the
17 entire grid.

18 And this is Exhibit 15. This is a blown-up copy
19 of a grid. And there's a hundred grid openings,
20 actually, their expert says, I'll wait until your Honor
21 gets to Exhibit 15.

22 THE COURT: Got it.

23 MR. SATTERLEY: So this is an enlarged version
24 of a photograph taken by Dr. Sanchez, Imerys's expert, in
25 which there are a hundred grid openings, A through J and

1 1 through 10. Dr. Sanchez actually counts the letters
2 and numbers, so he says there's 140 grid openings, but
3 what counsel is worried about is that one of these grid
4 openings will potentially be destroyed through an
5 electron beam when they're taking -- when they're trying
6 to take the chemistry of the fiber in question.

7 If they see something that looks like an
8 asbestos fiber, they have to characterize it. The way
9 they characterize it is using an electron microscope with
10 a beam and if the beam is too hot, it could damage that
11 little opening. Well, just because it damages that
12 little section right there doesn't mean the rest of the
13 grids are damaged. There could be damage.

14 But our experts know how to do this, so they
15 don't damage the grids and certainly don't damage all the
16 grid openings. So we understand and appreciate that this
17 is important evidence and delicate evidence, but it's
18 evidence that their analysts have looked at, so if we
19 don't get the ability to look at these grids and analyze
20 it, it's basically a one-sided presentation of evidence.

21 They have a stack of reports, TEM reports that
22 say, here, look, all these are negative, ladies and
23 gentlemen of the jury, and we never get a chance to
24 challenge it. So there's only two remedies in my mind,
25 either all those reports are excluded completely because

1 it's hearsay and it's not subject to any challenge at
2 all, or we get a chance to look at these grids and see if
3 what they say is accurate because there's a lot of unique
4 ways in which they characterize it as being no asbestos
5 there.

6 We put in our letter brief that there could be
7 five fibers, up to five fibers of each variety, five
8 tremolite, there has to be five tremolite, five
9 anthophyllite, five chrysotile before they say it's
10 there. The bottom line, we request, first we get an
11 itemization, I would request an itemization as soon as
12 possible.

13 There's no reason why it's been two and a half
14 months since we started requesting this that somebody
15 hasn't itemized what's there. Ms. Pier, when I
16 cross-examined her back in early March and told us for
17 the first time that everything is there, we still don't
18 have a definition of what's everything, so we would like
19 at first an itemization of what's there.

20 And then we can either meet and confer or
21 actually we probably have to come back to your Honor and
22 tell your Honor exactly which grids we'd like to look at.
23 If there's -- if everything is there since the last
24 20-some-odd years, there should literally be probably a
25 thousand or more grids, and there's no way I'm going to

Page 18

1 spend the money to have somebody look through a
2 thousand-some-odd grids.

3 I just don't have the resources to do that. So
4 we would make a reasonable approach on which grids we
5 would like our experts to look at. We had two
6 alternatives in our brief on how that could go about.
7 One is the way it occurred in Lanzo, the grids were just
8 shipped to Dr. Sanchez, he opens them up, videotapes the
9 opening, we see the grids.

10 He looks at them. He spent several days looking
11 at them. Wraps them back up, ships them back over to us
12 and we have them back. There's no problems with that
13 whatsoever other than, like I said, that one or two grid
14 opening criticism that we had.

15 The second way which is a much, much more
16 expensive way, would be for us to have our expert go to
17 their lab, I think it's in San Jose, and sit there and
18 work with these grids with their TEM. That's much more
19 expensive for us because we'd have to pay somebody to
20 come out here, spend a lot of time out here, and it's not
21 just a day event.

22 Depending on how many grids there are, it could
23 be a few weeks or several weeks looking at these grids.
24 So that's the alternative relief if they're concerned
25 about damage, which we don't think will really occur.

Page 20

1 something on there.

2 The criticism they cite to Dr. Longo in some
3 other case was that there could be fibers lost. That
4 would benefit them and hurt us. If there's asbestos
5 fibers on the grids and the movement of the grids caused
6 fibers to be dislodged or be removed from the grid, that
7 hurts us. That doesn't help us. We don't want that.

8 But at the same time, that doesn't justify a
9 complete denial of being able to take a look at these
10 grids. So the ultimate -- the real reason why Imerys
11 doesn't want anybody to look at these grids is because if
12 we demonstrate that there's asbestos there, then their
13 testing protocol and their testing methods have been
14 demonstrated to be false, improper, wrong, and all their
15 testing goes out the window.

16 That's the real reason why they don't want us to
17 look at the grids. So we'll do -- you know, hopefully
18 your Honor will find that the shipment is not a problem.
19 Can I show your Honor just this minute and a half video?

20 THE COURT: Hold on. I don't think I need to go
21 there yet.

22 MR. SATTERLEY: And I do want to come back to
23 the samples whenever it is appropriate.

24 MS. LEE: So your Honor, on the grid issue, I
25 strongly disagree. We're not afraid of that because that

Page 19

1 THE COURT: I don't know if this is
2 incorporated, sounds like another alternative was to have
3 their experts come to Mr. Longo's lab and observe -- is
4 that a separate issue?

5 MR. SATTERLEY: That could potentially occur if
6 their experts want to come and watch Dr. Longo, and he
7 has had that occur, and we put a declaration explaining
8 their situation. In this litigation, talc litigation,
9 one expert sometimes questions the other experts, and so
10 there has been observations that have occurred. So I
11 don't know necessarily that Dr. Longo will be the person
12 looking at these grids, there's a few --

13 THE COURT: Whoever it is.

14 MR. SATTERLEY: Whoever it is. But there will
15 be safeguards in place because that's the last thing
16 plaintiffs want, any destruction of any evidence at all.
17 So I'm trying to think if there's anything else I want to
18 say about the grids.

19 The argument that this is destructive testing
20 and that these grids will be destroyed, there's no basis
21 in fact, and there's no case that I've ever seen that
22 says looking at grids under a microscope is tantamount to
23 destructive testing. I've absolutely never seen a case
24 that says that. It's actually not destructive testing.
25 You're taking a microscope and trying to identify

Page 21

1 already happens. What Mr. Satterley just described about
2 how our testing protocols are wrong and we don't use the
3 right protocols, all of our testing results, therefore,
4 are wrong, that already happens with the documents at
5 issue, with the cross-examination of Ms. Pier. She
6 admits that if there are less than five fibers or
7 suspected asbestos fibers on a grid it is not counted.
8 That's already there.

9 THE COURT: But she doesn't admit there are
10 three fibers in a particular sample.

11 MS. LEE: She couldn't do that anyway. That
12 would require her to go back and look at every single
13 one.

14 THE COURT: It would require her to look at the
15 grid.

16 MS. LEE: But the point being that fear, it's
17 not a fear because it already happens. So that's
18 incorrect. But let me just make a couple of points.
19 First of all, Dr. Longo's testimony in the Von Salzen
20 matter, which we provided to you in the brief, indicates
21 to the court and I think to the parties as well how
22 sensitive these grids are and how sensitive the carbon
23 fiber on those grids are.

24 It's so sensitive that he says likely, likely he
25 says if two analysts look at the same grid one after the

6 (Pages 18 to 21)

1 other, they're going to have different results, and
2 that's in the same time period right there. No
3 difference. We're talking about old grids, probably
4 closer to 20, 15 to 20 years, maybe even older grids that
5 we're talking about.

6 And the exchange that occurred that
7 Mr. Satterley is talking about or the observation that
8 occurred between RJ Lee group and MAS, Dr. Longo's
9 facility that was on Dr. Longo's grids that he created in
10 2017. Those were one-year-old grids.

11 These grids that we're talking about are much
12 older, and with the passage of time, these grids become
13 more and more sensitive and more and more subject to
14 being destroyed or somehow affected so that they change
15 in their nature. So in a sense, those are apples and
16 oranges.

17 Dr. Longo saying in his declaration, which by
18 the way, he does not say in his declaration that these
19 are not sensitive pieces of physical evidence, he does
20 not say that transporting them the way that Mr. Satterley
21 is proposing, in a Fed Ex package or whatever it is to
22 another expert and putting them under another TEM
23 analysis isn't going to destroy them. He does not say
24 that in his declaration.

25 All he does is describe to the court what

1 therefore, even more sensitive.

2 And Dr. Longo knows TEM grids are sensitive
3 because this whole protocol of having RJ Lee come to his
4 facility, that was done presumably, and he doesn't say
5 this, but he went through all that trouble and expense to
6 make sure the TEMs did not leave his facility and if
7 people wanted to look at them, they came to his facility,
8 his people did the actual in and out of the microscope
9 and the observers observed what they were looking at.

10 So he took those precautions because these are
11 very sensitive pieces of equipment. So I think that what
12 we're talking about here is, again, I'll go back to this
13 point, which is this, the plaintiff's issue and the
14 reason why they want these TEM grids is they want to put
15 up on the screen in front of the jury and say here's one
16 they looked at, here's a report that says no detectible
17 asbestos.

18 And their expert is going to say that's
19 asbestos, that's asbestos, that's asbestos, I see three
20 fibers, and that way they can show the jury again in
21 addition to the other documents and other questioning I'm
22 sure would happen with Ms. Pier that we missed asbestos
23 fibers when we were using the TEM protocol that we used.
24 That's what they want to do.

25 But they don't have to because, again, they have

1 occurred with regard to his samples that were a-year-old
2 TEM grids, and that's very different than talking about
3 20 or even 20-plus-year-old grids that they now want us
4 to transport and have an expert just handle without any
5 type of protections around that.

6 So those are different things to me at least and
7 they should be to the court because those are very
8 distinct differences between what Dr. Longo did with the
9 RJ Lee group and what they are proposing now. This is
10 not a case where, for example, there is a product or a
11 powder or something.

12 For example, if Ms. Leavitt had had a Johnson &
13 Johnson bottle that she had used previously and the
14 parties split those each side does their TEM testing and
15 then they exchange those grids to essentially check each
16 other's work, which is what also happens in the fiber
17 digestion arena when we do that, we have agreements where
18 we're going to have available all of the testing
19 materials so that we can see what the other expert saw.

20 That's not the situation here. These are
21 historical pieces of physical evidence that are delicate
22 and we can put in depth declarations in the form of
23 opposing a formal motion on this or protective order
24 motion, if that's what this is going to come to, that
25 these grids are old, they are historic, and they are,

1 samples from the same mines, they have TEM grid results
2 from the same mines, that their experts have testified
3 they see asbestos. They've shown those TEM grids to
4 juries and said this is a sample of talc from the Vermont
5 mine and it shows me asbestos, here is where it is.

6 They already have that information, they have
7 that ammunition, if you will, and they can make that
8 argument and present that evidence without having to
9 potentially destroy historical evidence, and it is
10 destructive.

11 Mr. Satterley himself just told you when
12 Mr. Sanchez received it in this first iteration of a
13 request that they have with regard to just sending them
14 the samples or the TEM grids so that they can open them,
15 he himself said Mr. Sanchez did, he punched out some of
16 those holes, that happens when you're looking at a grid.

17 And those grids that he's looking at, by the
18 way, are newer. So if we're talking about even older
19 pieces of equipment or older pieces of carbon filters,
20 they're going to be even more subject to that type of
21 destruction. And that's our primary concern. So if we
22 are going to go forward with this any further, I don't
23 necessarily -- I don't have an opposition.

24 If they want to see or know what the inventory
25 of the grids are, that's probably discoverable and

1 relevant so that they know what that is.

2 THE COURT: That's the first step.

3 MS. LEE: Yeah. And I don't know, frankly, I
4 don't have anything to say about that. If we put
5 together an inventory and can give them so that they can
6 see what's available, I think that's fine.

7 But I think the production of those has to be
8 subject to a formal motion, and so that we can address it
9 from the points of view of it being destructive and
10 making sure that the court has the evidence it needs from
11 the proper people that can explain what these grids are,
12 why it would be destructive, talk about the age of the
13 particular grids and so forth, if that's necessary.

14 THE COURT: Let me break down what I need to
15 know because I appreciate the letter briefs from the
16 parties, but there is not enough information to make an
17 ultimate decision yet. I think the defense counsel's
18 statement about the inventory is completely appropriate.

19 I think that the first step is to prepare or to
20 produce if it's already prepared an inventory which
21 indicates the volume, source and dates of any samples you
22 have. That's critical, No. 1. And what I'm going to --
23 I doubt you know, but how long is it going to take to
24 figure that out, we've got to get on the time schedule to
25 figure that one out. So that's No. 1.

1 No. 2, I think the next step is taking at face
2 value Mr. Satterley's assertion that he's not likely to
3 want to test all of them, although he doesn't know how
4 many there are.

5 MR. SATTERLEY: I don't.

6 THE COURT: So it may be if he wants to test all
7 of them, maybe he wants to test one, I don't know. But
8 there's nothing to compel or protect until we know what
9 the volume is. And it makes a big difference, frankly,
10 in your destructive testing argument even if I were to
11 accept it if there's a thousand grids and he wants one.

12 That's a much easier question than if there's a
13 thousand grids and he wants a thousand. That's step
14 No. 2, identify what actually Mr. Satterley is asking
15 for. Step No. 3, which I will insist on before any
16 motion is filed, is the parties are to sit down meet and
17 confer and see if they can agree on a protocol for the
18 production and what kind of safeguards are there.

19 Now, I lay it out in that way because it seems
20 clear to me that putting aside for the moment the
21 argument that this is destructive testing, which I don't
22 think has been established so far, but there maybe is a
23 record that can be established, it seems to me this
24 material is clearly otherwise discoverable, clearly
25 otherwise highly relevant, it doesn't make any difference

1 that there might be other ways defendant and plaintiff
2 might attempt to prove the same thing.

3 There's lots of different ways people prove
4 evidence, and there's no rule of discovery that says
5 you're required to accept only one form. It may well be
6 as defense counsel, as you pointed out yourself, who
7 knows what is on the screen might be the most compelling
8 way to bring that in. It's not the court's decision to
9 say you are only entitled to the less persuasive
10 evidence. That's plaintiff's choice. So I think this is
11 prima facie discoverable.

12 Now, whether a protective order of some sort is
13 necessary is going to have to wait until we know what the
14 volume is, what's actually requested, and what kind of
15 safeguards the parties will agree or the plaintiffs will
16 offer the parties don't agree. So I'd ask you to take
17 those steps, at which point if there's not an agreement,
18 I suspect there may not be, then we're going to need a
19 motion to create the record for this.

20 So I guess the first step is for you to figure
21 out how long it's going to take to get that inventory so
22 you can figure out the timing.

23 MS. LEE: I should at least be able to have an
24 answer to the question of when we can have that ready by
25 tomorrow. So I will pass that on to Mr. Satterley and

1 let him know the timing of that, and I can copy the court
2 if that works, but I can't imagine it would take that
3 long. I can't imagine there's not already at least
4 something they can start from.

5 THE COURT: There ought to be something out
6 there, maybe you just need to copy it and change the
7 heading. And that would be an optimal situation. It's
8 work you both need to do. Let me turn to the sample
9 question.

10 MR. SATTERLEY: Your Honor, before we turn to
11 the sample, our deadline for filing motion to compel is
12 July 27th.

13 THE COURT: This will be stayed for the moment
14 while we're trying to work out the details.

15 MS. LEE: No objection.

16 MR. SATTERLEY: CCP section 2016.08OC2, your
17 Honor is tolling the filing of --

18 THE COURT: I am.

19 MR. SATTERLEY: Just wanted to make sure that's
20 on the record.

21 THE COURT: I always had that authority as a
22 complex judge. Since January 1st, all judges have that
23 authority, to toll at a discovery conference a discovery
24 deadline. It is tolled pending further decision of the
25 court. I'd rather we do this right rather than rush into

1 it.

2 MR. SATTERLEY: I understand that. On the
3 sample issue counsel already addressed -- can I respond
4 to what counsel talked about?

5 THE COURT: One second. Go ahead.

6 MR. SATTERLEY: So the problem with the sample
7 issue is that unlike J & J, Imerys didn't do what they
8 said they were going to do apparently with MDL back in
9 February. Apparently, as I reviewed the filing and the
10 attachments on February 21st, there was the order entered
11 with Imerys and several other plaintiff's counsel.

12 I wasn't consulted or involved, although they
13 put my name on it. But what that required them to do is
14 to put into a repository all their samples at that time
15 within a short period of time thereafter, maybe 30 days,
16 according to the order. So what that also required them
17 to do is to properly quantify and label the containers.

18 And counsel in their letter brief accused me and
19 said, I will tell them exactly what I want, and we had a
20 detailed meet and confer, Ms. Lee wasn't -- I don't think
21 she may or may not been on that phone call, I dealt
22 mostly with Jubelirer, where I explained in detail why I
23 couldn't say, give me this sample, that sample because
24 unlike what J & J did, J & J photographed and I have for
25 the court and counsel two items, the photographs.

1 And this is actually from the production in this
2 case. May I approach, your Honor?

3 THE COURT: Yes.

4 MR. SATTERLEY: J & J photographed each of the
5 samples, put numbers on them, and then cataloged the
6 exact quantity of material in each sample. So what I've
7 handed to your Honor is a package of photographs and also
8 an item called joint catalog.

9 What this joint catalog represents is last
10 Friday a representative working in my direction went to
11 the laboratory and obtained the ten samples that we
12 worked out with J & J. And I showed this to your Honor
13 because it has the date of the container, it has the
14 size, the number of ounces.

15 And at that time prior to receiving this, I
16 assumed I was going to get my half ounce because that's
17 what I asked for, and that the remaining half ounce would
18 go to defense counsel. And the remaining would be left
19 in the repository.

20 What is now obvious to me what happens is, I get
21 my half ounce and plaintiff's counsel for the MDL, and
22 defendant J & J split the remaining bottle. So I tell
23 your Honor that because this documents that we're able to
24 know exactly which packaging, which sample the amount of
25 the material, the date of the material, the label of the

1 material, unlike J & J, Imerys has done none of this.

2 They haven't photographed anything, they haven't
3 labeled anything properly, they haven't weighed it out,
4 so that I can make a reasonable decision. And the
5 attachment to their letter brief has apparently -- they
6 made multiple submissions to this repository, and
7 apparently they may have made one sometime after February
8 21st, the initial, and they made one as recently as this
9 month.

10 And for the most part, other than some really
11 horrible black-and-white pictures that I can't make out
12 what's in there, there's no photographs of what these
13 products are. There's no organization, there's no
14 weight.

15 THE COURT: Well, I understand from Ms. Lee
16 they're going to give you that.

17 MR. SATTERLEY: So here's the problem is they
18 should have already done that, according to the order
19 they agreed to back in February. And so for them to now
20 have me wait another 20 or 30 days for them to weigh and
21 photograph something by order by agreement they were
22 supposed to do a while back is problematic.

23 I want to get this stuff tested because after
24 the testing occurs, and I turn it all over, there's going
25 to be -- they're going to be wanting to see what my

1 results are and wanting to challenge it and things like
2 that. So I want to try to get this done quickly and not
3 have to wait many more months down the road or weeks down
4 the road.

5 So I think 20 days or 30 days is unreasonable.
6 Simply photograph what's in the repository. As a matter
7 of fact, their letter brief says that they are there this
8 week, all this week splitting these samples up with some
9 unidentified MDL counsel.

10 So they're there already this week and next
11 week, that's what their letter brief says, why aren't
12 they taking the photographs and measuring what's there so
13 that it can be done promptly? And so once they identify
14 the photograph and identify the weight and we have that
15 color evidence like that, then a meet and confer could
16 occur so that we can -- I can say, okay, I'd like to have
17 these samples.

18 The other thing that we put in the brief is with
19 regards to is the actual obtaining of the samples, I know
20 your Honor ruled against me on my videotaping request, I
21 think it's important that I at least be able to take some
22 photographic evidence or something because otherwise it's
23 one sided.

24 They get to go up and take pictures of all their
25 products and everything like that, and plaintiffs don't

Page 34

1 get to likewise document what's there at all? That's
2 just unfair. Either a photograph or a videotape so that
3 we can have our photographs because I think they're going
4 to do it for themselves.

5 Every other case I've ever had all kinds of
6 products liability cases, defective cars, vehicle
7 inspections, I've never been denied the ability to take
8 photographs of the evidence. I've never been denied the
9 ability to videotape an inspection.

10 So it's a shock and news to me that I can't at
11 least take photographs so that we have a documentation of
12 what's there and what's present. And then I had one
13 other point. It escapes me, I apologize. I'll sit down
14 for the time being. If it comes back --

15 THE COURT: You'll be up again. All right.
16 What about the timing?

17 MS. LEE: The timing your Honor, so the samples
18 that are already with the New Jersey lab that's
19 designated by the MDL agreement, those we have to ask
20 that those lab folks actually do the weighing because
21 they already have the samples, that they do the weighing
22 and provide us with the photographs and that information.

23 That's going to cost approximately, and we've
24 already gotten this estimate, approximately \$300 an hour,
25 and they estimate that they can do it, I can't remember

Page 36

1 if you will, but that's what the professional that is
2 doing this has asked me to ask for.

3 I don't have much more beyond that to address
4 the timing issue. And with regard to Mr. Satterley's
5 point about not being able to see it happen, at least
6 with regard to the samples already within New Jersey,
7 that's a neutral entity, that is not us doing anything.

8 That is a lab that already has retention of the
9 samples for purposes of litigation that was chosen
10 collectively via the MDL process, so I don't know that
11 there's any issue there, and with regard to the ones that
12 we are producing, I don't really know, I mean, your Honor
13 has already looked at the issue of the videotaping
14 request which is essentially this issue, which I think is
15 just really not necessary.

16 THE COURT: There's a separate question. I'm
17 not revisiting videotape, but is there any objection once
18 the samples are identified that Mr. Satterley wants, when
19 he goes to pick them up, can he take a picture at the lab
20 right then and there so he can establish this is what it
21 looked like when I picked it up? Any problem with that?

22 MS. LEE: I don't think so, no.

23 THE COURT: I wouldn't think so, either.

24 MS. LEE: If the primary problem here is them
25 trying to combat some idea that we might assert some type

Page 35

1 now, I think it was approximately nine to ten hours, the
2 samples that are already with the New Jersey laboratory,
3 the neutral, essentially. So that's that.

4 The additional samples, there is a process
5 happening now where they are going through the additional
6 216 samples that we mentioned in our letter brief that
7 are going to be produced shortly, and we have been
8 photographing and weighing those because of, frankly,
9 this case and the fact that it was requested. So that is
10 underway.

11 Our estimate with regard to both of those things
12 happening our in-house preparation of these samples with
13 the photographs and the weights and so forth in addition
14 to the New Jersey lab doing the work on the samples they
15 already have is 30 days. That's what they've asked me to
16 ask for. That's what the lab people asked me to ask for,
17 and so that's what I'm asking for.

18 I don't know what's involved in all of that,
19 frankly. I'm not a scientist.

20 THE COURT: I thought you said 20.

21 MS. LEE: 20 to 30 days. That's what they've
22 asked me to ask for. So that's what I'm here to ask for.
23 I don't know, and I don't think Mr. Satterley knows,
24 either, what's involved with all of that, frankly, and
25 how that's done, et cetera, what the laborness is of it,

Page 37

1 of spoliation or whatever is laid out in their brief, I
2 agree with your Honor, there's other ways to address
3 that, which your Honor just gave one example.

4 Which I think, yeah, I have to confirm that
5 obviously with the lab and all of that, but I don't see
6 why that would be a problem where he could go and say,
7 here's a photo of when I showed to pick them up and
8 here's where they were, I don't see that as a problem. I
9 can't see why it would be.

10 THE COURT: I want you to use your best efforts
11 to produce this material this inventory in 20 days. What
12 I'm going to ask on the whole thing is, I'm going to ask
13 for a report from you all in three weeks about where we
14 are on both issues. The inventory of the TEM grids as
15 well as getting the inventory samples and the
16 photographs, et cetera.

17 At that point you may or may not have enough
18 information to meet and confer about the actual
19 production, and if so, tell me that and give me some
20 estimate about how much time you need to do that. Once
21 you have -- are on the other end of that rainbow, we can
22 talk about further motions, IDCs or whatever.

23 So three weeks would put us to, if I'm correct,
24 that would be August 7th. Any more we need to do today?

25 MR. SATTERLEY: Your Honor, I thought of the two

10 (Pages 34 to 37)

1 things that I forgot about.

2 THE COURT: I only had one before you forgot
3 about.

4 MR. SATTERLEY: The whole issue of the cost,
5 with the J & J production they didn't charge us anything
6 because that was all set up with the MDL, the MDL and
7 defense counsel absorbed all the costs, and I received
8 absolutely no charge from J & J for simply going up there
9 and picking up the samples.

10 What Imerys is trying to do is, even though they
11 were supposed to have this all set up way back in
12 February with the MDL, they're trying to shift the cost
13 over to me, and I didn't negotiate this agreed order, I
14 wasn't -- counsel says this is a neutral entity and there
15 was a process involved. They didn't invite me to be part
16 of that process.

17 I don't know if it's a neutral entity or not. I
18 didn't choose the cost, \$300 an hour. I've never had a
19 situation where I had to pay that amount of money to get
20 something that's simply in their possession. Can you
21 imagine if Mrs. Leavitt had a whole bunch of samples and
22 they wanted to look at them or examine them, instead of
23 just turning them over, I charge them a bunch of money
24 for that?

25 So I have an objection to them setting up a

1 process not including me in the process and then trying
2 to shift the cost burden over to Mrs. Leavitt.

3 THE COURT: I'm not going to address that today.
4 What I want is once you identify how many samples you
5 want, meet and confer, at that point if there's a cost
6 claim, that's one of the matters I'll resolve. But I
7 want to do it on a concrete record so I know exactly what
8 we're talking about, both in terms of the dollar amounts
9 and the volume.

10 MR. SATTERLEY: And the final issue with regards
11 to the meet and confer, Counsel told me that I would have
12 to get -- go talk to some other plaintiff's counsel to
13 get permission from some other plaintiff's counsel to --
14 and I told counsel, I'm not going to do that.

15 I don't engage some plaintiff's counsel because
16 I don't want to get in a dispute with another plaintiff's
17 counsel over some samples because the court has
18 jurisdiction over the parties here and not some
19 out-of-state plaintiff's counsel.

20 I just wanted to make clear that was an area of
21 dispute, and I'm going to request that we address
22 everything with your Honor and not counsel trying to
23 force me to get permission from some other plaintiff's
24 counsel with regards to any of these samples.

25 MS. LEE: And here's the issue, samples that are

1 already with the MDL are already with the MDL. They were
2 produced pursuant to that order by Imerys, and the reason
3 why we've directed Mr. Satterley that way is that's the
4 only way to get those now. I can't go back in there now
5 and say I need all my samples back because Mr. Satterley
6 in California wants that.

7 It doesn't work that way. That's not how the
8 MDL order works. So for those samples that are already
9 in the MDL, there's not much more I can do other than
10 say, you need to go to the PCS and talk to them about how
11 to get your portion of the samples there because there is
12 a provision for that to happen.

13 And Mr. Satterley has a problem with that order
14 or disputes his obligations under that order, that again
15 is not my fight. I don't know how else to -- I don't
16 know how to remedy that for him, and I can't. So the
17 fact of the matter is, there is an order, Mr. Satterley's
18 firm, both of his firms are listed on there as
19 represented by the plaintiff's counsel that negotiated
20 that order, that's what I know.

21 And so I am bound by that order, the samples
22 that are already with the MDL I cannot do anything about
23 other than direct Mr. Satterley to that person to call,
24 that's all I can do.

25 MR. SATTERLEY: Your Honor, we requested these

1 samples, I already told the court I wasn't involved in
2 that, I was never consulted.

3 THE COURT: I don't know if that's relevant
4 whether you were part of that. The question is if the
5 samples are subject to the control of an order issued by
6 another court, that's the problem.

7 MR. SATTERLEY: They're not. That's the
8 problem. Our discovery was May the 4th, two months later
9 after we had our IDC, they then submit on July the 2nd a
10 whole bunch of samples, two months after I request it in
11 this case and after we have an IDC, they then submit it
12 and put stuff into the MDL.

13 So what really is occurring, they're using this
14 MDL order or this MDL process to deny my legitimate
15 request for materials. Otherwise, they should have
16 responded timely to my request back on May the 4th that
17 they have -- the attachments to their letter, inventory
18 bags of talc in the Lanzo box, and then they have 20
19 items, and then it goes on for several pages, and there's
20 different materials that they're putting in for the very
21 first time on July the 2nd.

22 So they're using this MDL vehicle and saying
23 that MDL, they have the jurisdiction over this when, at
24 the time of my request, they had possession. Imerys had
25 possession of these materials. The MDL didn't have

1 possession of these materials. Imerys did. They're
2 putting it in New Jersey when they had it here in
3 San Jose.

4 THE COURT: Well, that may be true, but I still
5 have the problem if they are currently under the control
6 of that other court, there's an issue we have to look at.
7 And let me say, I'm not going to resolve this matter
8 today, that with regard to the samples that are not yet
9 at the MDL that we're talking about, they don't go there
10 until you've had your meet and confer on this.

11 Don't ship it out there until we figure out
12 what's going on there because I can at least talk about
13 what's not there. I will leave open for further briefing
14 or argument what authority I have over those MDL matters.
15 I'll tell you those federal judges seem to think they
16 have superior authority, but that's their problem, not
17 mine.

18 MR. SATTERLEY: And your Honor, as I think I
19 said before, this is not a reason federal judge's opinion
20 on this. This was an agreed order between Imerys
21 counsel --

22 THE COURT: It was an order the judge signed.

23 MR. SATTERLEY: An agreed order.

24 THE COURT: But it's still an order, of course.
25 Doesn't matter if it's a stipulation order, it's an order

1 that sampling.

2 That just means a portion of those 216 samples,
3 58 of them will go into the MDL, but there will still be
4 samples we will be in possession of that per your Honor's
5 order we will not submit to the MDL. So there's no lack
6 of samples here, I guess, is my point. It's all there.

7 But the problem is, the reason why and what I
8 wanted to explain was that the reason we originally
9 directed plaintiff's counsel to the MDL is because it
10 currently has possession of some of those samples that
11 we've already given them. So and they're all subject to
12 order. Anyways, okay. That's all it was. Thank you.

13 THE COURT: That issue is for another day, if
14 there is an issue still, so I think that's it for now.

15 MR. SATTERLEY: Your Honor, August the 7th at
16 what time, 3:00 o'clock.

17 THE COURT: I'm just asking for a report August
18 7th, and you can tell me in that report whether you're
19 ready to come back, whether you need more time, whether
20 you need a briefing schedule.

21 MR. SATTERLEY: And so just so -- if I can
22 summarize and understand, 20 days for the samples, and
23 tomorrow we're going to get information regarding the
24 inventory, volume, source and date of the grids, and then
25 we're to meet and confer regarding the quantity that we

1 that's enforceable by all the contempt powers the court
2 has. So we have to walk a little bit more carefully.

3 MR. SATTERLEY: I understand. It's just I think
4 your Honor could imagine how frustrating it is when
5 materials are here in California and after two months
6 after I request them, they're transferred out of
7 California to New Jersey, I think, in some parts to
8 frustrate discovery of this case.

9 MS. LEE: Just so the record is clear, because
10 we do have a written order on this, I was discussing the
11 samples already with the MDL which is the 245 samples
12 that were submitted before May 4th. I don't know the
13 exact date, but it was before May 4th.

14 There's a subsequent group of samples that is
15 currently being split that the MDL plaintiffs counsel
16 representative has identified that they want split, and
17 they want pieces of, for lack of a better term, but
18 there's already samples in the MDL that have been in the
19 MDL before May 4th.

20 So there's another group that is currently being
21 split and handled to be put into the MDL. That's already
22 been identified by them. They have identified 50, I
23 believe there was 216 additional samples identified, and
24 the PSE then stated they would like 58 of the samples
25 split. That doesn't mean there's not going to be any of

1 want to -- is that accurate?

2 THE COURT: I think that's right. They're going
3 to tell you tomorrow when they get the inventory.

4 MS. LEE: Right. By tomorrow I will get you how
5 long it would take to produce an inventory of the grids
6 that are in our possession. And the 20 days is to
7 produce an inventory that includes weights and
8 photographs of the sample that are available, the actual
9 talc samples as opposed to grids. That was my
10 understanding.

11 MR. SATTERLEY: And label identifying the
12 number.

13 MS. LEE: Label identifying the number,
14 photographs and weights.

15 MR. SATTERLEY: Your Honor, I think that's it.
16 Ms. Clancy asked that I advise the court that she would
17 like to have one day next week, maybe early next week an
18 IDC in this case, and this relates to the judicial
19 discovery, Ms. Clancy has been handling the Imerys USA
20 jurisdictional discovery, and she's had difficulty and
21 reached the end of her ability to meet and confer
22 regarding written discovery.

23 THE COURT: Well, what I'd ask is an e-mail get
24 sent that's cc'd to the other side. I'm not going to
25 deal with it on an ex parte basis.

Page 46

MR. SATTERLEY: Okay. We did an e-mail to the court. We e-mailed the other side and they ignored us.

THE COURT: Send a cc to them.

MR. SATTERLEY: Yes. So I didn't get to show the video.

THE COURT: Maybe someday.

(Whereupon, proceedings were adjourned at 4:17 p.m.)

Page 47

REPORTER'S CERTIFICATE

I, ERIN F. ROBINSON, a Shorthand Reporter, State of California, do hereby certify:

That said proceedings were taken before me at said time and place, and were taken down in shorthand by me, a Certified Shorthand Reporter of the State of California, and were thereafter transcribed into typewriting, and that the foregoing transcript constitutes a full, true and correct report of said proceedings that took place;

IN WITNESS WHEREOF, I have hereunder subscribed my hand this 22nd day of July 2018.

Erin F. Robinson

ERIN F. ROBINSON, CSR NO. 001-123-202-0439
State of California



13 (Pages 46 to 47)